

May 10, 2004

REQUEST FOR PROPOSALS (RFP) FOR ACQUISITION AND SUPPORT OF  
COPIERS - TIRNO-04-R-00014

The purpose of this cover letter is to summarize the salient elements of the solicitation. This letter is not an integral part of the RFP. In the event of a conflict between the contents of this letter and the RFP, the RFP shall govern. Offerors are cautioned that the only person to be contacted for information regarding this requirement prior to contract award is the Contracting Officer designated below.

This acquisition is unrestricted; competition is sought among large businesses and small business concerns.

Key Issues for Offerors

This acquisition is for commercial items and is conducted under the terms of Part 12 of the Federal Acquisition Regulation.

The contracts will be awarded on a fixed rate, indefinite quantity basis. The period of performance is expected to be from October 1, 2004 through September 30, 2005, plus four one-year options. The Government reserves the right to change the requirements and the delivery dates, prior to contract award, as necessary to meet its needs. Should such changes occur, the offerors will be duly notified. Sections A through K of this RFP form the basis of the contractual relationship between the IRS and the selected contractors.

The Government reserves the right to make award without discussions of the proposals received. Therefore, it is most important that your proposal be submitted initially on the most favorable terms and that it comply with all instructions contained in the RFP.

The RFP does not commit the Government to pay costs incurred in the preparation and submission of a proposal, or to contract for any services or supplies.

All applicable sections of the "Representations and Certifications", Part IV, Section K, must be completed and returned with your proposal.

Part IV, Section L of this RFP contains general information and instructions on the preparation and submission of proposals. The proposal due date and time are set forth in Block 8 of the SF 1449, "Solicitation/Contract/order for Commercial Items", page 1 of the RFP (CAUTION: Late proposals, modifications and withdrawals of proposals shall be treated in accordance with Provision L.3.3.2.2 herein). Prospective offerors who received this solicitation via electronic mail are responsible for checking the IRS Procurement web site for amendments prior to submission of proposals.

All technical questions concerning this solicitation must be in writing and should be received by 4:00 p.m., Eastern Daylight Time, no later than fourteen calendar days prior to the closing date of this solicitation. As stated in Section L.7 of the solicitation, the IRS cannot guarantee timely answers to questions received after that date and time.

All proposals will be evaluated by the IRS on the basis of the technical and price considerations specified in Part IV, Section M, of the RFP. Multiple contract awards are anticipated. Awards will be made to those firms whose offers are determined to provide the best value to the Government, all factors considered. Offerors should note that part of the technical evaluation will be based on past performance data gathered by the IRS from offerors' prior clients. In order to achieve maximum credit, offerors should ensure that contact names, addresses and telephone numbers provided are current, complete and accurate.

The designated Contracting Officer for this acquisition is the undersigned, who may be reached by facsimile at (202) 283-1514 or by e-mail at [steve.g.vanderlinden@irs.gov](mailto:steve.g.vanderlinden@irs.gov). All written communication should cite the RFP number, TIRNO-04-R-00014, and should be sent to the address listed for the submission of offers in Block 9 of the RFP face page.

Sincerely,

Steven G. VanderLinden  
Contracting Officer

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER P-4-P2-1C-RE-A01 000		PAGE 1 OF 101	
2. CONTRACT NO.		3. AWARD.EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER TIRNO-04-R-00014	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME VANDERLINDEN, STEVE				b. TELEPHONE NUMBER (No collect calls) FAX 202-283-1514	
9. ISSUED BY  Internal Revenue Service 6009 Oxon Hill Road, Suite 500 Oxon Hill, MD 20745				CODE IRS0088		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: %FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS:532420 SIZE STANDARD:\$18.0	
						11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO IRS/ M:S:CE:PD, CP6 2nd FI 2221 South Clark Street Arlington, VA 22202				CODE 22202001		16. ADMINISTERED BY Internal Revenue Service 6009 Oxon Hill Road, Suite 500 Oxon Hill, MD 20745	
17a. CONTRACTOR/ OFFEROR  TO ALL OFFERORS  TELEPHONE NO.				CODE 00055905		FACILITY CODE	
				18a. PAYMENT WILL BE MADE BY  IRS Beckley Finance Center P.O. Box 9002 Tel: (304) 256-6000 Beckley, WV 25802			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
0001	BASE YEAR  Copiers, Band 1, as described in Attachment 1.			0.00	EA	NSP	NSP
000101	Monthly lease price per copier.			0.00	EA	_____	_____
000102	Monthly maintenance charge per copier.			0.00	EA	_____	_____
(Use Reverse and/or Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED.						ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>      </u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE <u>      </u> . OFFER DATED <u>      </u> . YOUR OFFER ON SOLICITATION (BLOCK 5). INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATED SIGNED	31b NAME OF CONTRACTING OFFICER (TYPE OR PRINT)			31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
000103	(CONTINUED) Monthly supplies per copier.	0.00	EA	_____	_____
0002	Copiers, Band 2, as described in Attachment 1.	0.00	EA	NSP	NSP
000201	Monthly lease price per copier.	0.00	EA	_____	_____
000202	Monthly maintenance charge per copier.	0.00	EA	_____	_____
000203	Monthly supplies per copier.	0.00	EA	_____	_____
0003	Copiers, Band 3, as described in Attachment 1.	0.00	EA	NSP	NSP
000301	Monthly lease price per copier.	0.00	EA	_____	_____
000302	Monthly maintenance charge per copier.	0.00	EA	_____	_____
000303	Monthly supplies per copier.	0.00	EA	_____	_____
0004	Copiers, Band 4, as described in Attachment 1.	0.00	EA	NSP	NSP
000401	Monthly lease price per copier.	0.00	EA	_____	_____

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED    ☐ INSPECTED    ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32c. DATE		32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
						32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
33. SHIP NUMBER		34. VOUCHER NUMBER		35.AMOUNT VERIFIED CORRECT FOR		36. PAYMENT			37. CHECK NUMBER	
<input type="checkbox"/>	PARTIAL	<input type="checkbox"/>	FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				
38. S/R ACCOUNT NUMBER		39.S/R VOUCHER NUMBER		40. PAID BY						
<input type="checkbox"/>										
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT						42.a. RECEIVED BY ( <i>Print</i> )				
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		42b. RECEIVED AT ( <i>Location</i> )				
						42.c DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS		

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
	(CONTINUED)				
000402	Monthly maintenance charge per copier.	0.00	EA	_____	_____
000403	Monthly supplies per copier.	0.00	EA	_____	_____
0005	Copiers, Band 5, as described in Attachment 1.	0.00	EA	NSP	NSP
000501	Monthly lease price per copier.	0.00	EA	_____	_____
000502	Monthly maintenance charge per copier.	0.00	EA	_____	_____
000503	Monthly supplies per copier.	0.00	EA	_____	_____
0006	Copiers, Band 6, as described in Attachment 1.	0.00	EA	NSP	NSP
000601	Monthly lease price per copier.	0.00	EA	_____	_____
000602	Monthly maintenance charge per copier.	0.00	EA	_____	_____
000603	Monthly supplies per copier.	0.00	EA	_____	_____
0007	Copiers, Band 7, as described in Attachment 1.	0.00	EA	NSP	NSP
000701	Monthly lease price per copier.	0.00	EA	_____	_____
000702	Monthly maintenance charge per copier.	0.00	EA	_____	_____
000703	Monthly supplies per copier.	0.00	EA	_____	_____
0008	Copiers, Band 8, as described in Attachment 1.	0.00	EA	NSP	NSP
000801	Monthly lease price per copier.	0.00	EA	_____	_____
000802	Monthly maintenance charge per copier.	0.00	EA	_____	_____
000803	Monthly supplies per copier.	0.00	EA	_____	_____

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
	(CONTINUED)				
0009	On-site support as described in C.3 (NTE 20,000 HR)	0.00	HR	_____	_____
0010	SF 294 and 295 Reports	1.00	LO	NSP	NSP
	FIRST OPTION YEAR				
1001	Copiers, Band 1, as described in Attachment 1.	0.00	EA	NSP	NSP
100101	Monthly lease price per copier.	0.00	EA	_____	_____
100102	Monthly maintenance charge per copier.	0.00	EA	_____	_____
100103	Monthly supplies per copier.	0.00	EA	_____	_____
1002	Copiers, Band 2, as described in Attachment 1.	0.00	EA	NSP	NSP
100201	Monthly lease price per copier.	0.00	EA	_____	_____
100202	Monthly maintenance charge per copier.	0.00	EA	_____	_____
100203	Monthly supplies per copier.	0.00	EA	_____	_____
1003	Copiers, Band 3, as described in Attachment 1.	0.00	EA	NSP	NSP
100301	Monthly lease price per copier.	0.00	EA	_____	_____
100302	Monthly maintenance charge per copier.	0.00	EA	_____	_____
100303	Monthly supplies per copier.	0.00	EA	_____	_____
1004	Copiers, Band 4, as described in Attachment 1.	0.00	EA	NSP	NSP
100401	Monthly lease price per copier.	0.00	EA	_____	_____
100402	Monthly maintenance charge per copier.	0.00	EA	_____	_____

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
100403	(CONTINUED) Monthly supplies per copier.	0.00	EA	_____	_____
1005	Copiers, Band 5, as described in Attachment 1.	0.00	EA	NSP	NSP
100501	Monthly lease price per copier.	0.00	EA	_____	_____
100502	Monthly maintenance charge per copier.	0.00	EA	_____	_____
100503	Monthly supplies per copier.	0.00	EA	_____	_____
1006	Copiers, Band 6, as described in Attachment 1.	0.00	EA	NSP	NSP
100601	Monthly lease price per copier.	0.00	EA	_____	_____
100602	Monthly maintenance charge per copier.	0.00	EA	_____	_____
100603	Monthly supplies per copier.	0.00	EA	_____	_____
1007	Copiers, Band 7, as described in Attachment 1.	0.00	EA	NSP	NSP
100701	Monthly lease price per copier.	0.00	EA	_____	_____
100702	Monthly maintenance charge per copier.	0.00	EA	_____	_____
100703	Monthly supplies per copier.	0.00	EA	_____	_____
1008	Copiers, Band 8, as described in Attachment 1.	0.00	EA	NSP	NSP
100801	Monthly lease price per copier.	0.00	EA	_____	_____
100802	Monthly maintenance charge per copier.	0.00	EA	_____	_____
100803	Monthly supplies per copier.	0.00	EA	_____	_____
1009	On-site support as described in C.3 (NTE 20,000 HR)	0.00	HR	_____	_____

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
1010	(CONTINUED) SF 294 and 295 Reports	1.00	LO	NSP	NSP
	SECOND OPTION YEAR				
2001	Copiers, Band 1, as described in Attachment 1.	0.00	EA	NSP	NSP
200101	Monthly lease price per copier.	0.00	EA	_____	_____
200102	Monthly maintenance charge per copier.	0.00	EA	_____	_____
200103	Monthly supplies per copier.	0.00	EA	_____	_____
2002	Copiers, Band 2, as described in Attachment 1.	0.00	EA	NSP	NSP
200201	Monthly lease price per copier.	0.00	EA	_____	_____
200202	Monthly maintenance charge per copier.	0.00	EA	_____	_____
200203	Monthly supplies per copier.	0.00	EA	_____	_____
2003	Copiers, Band 3, as described in Attachment 1.	0.00	EA	NSP	NSP
200301	Monthly lease price per copier.	0.00	EA	_____	_____
200302	Monthly maintenance charge per copier.	0.00	EA	_____	_____
200303	Monthly supplies per copier.	0.00	EA	_____	_____
2004	Copiers, Band 4, as described in Attachment 1.	0.00	EA	NSP	NSP
200401	Monthly lease price per copier.	0.00	EA	_____	_____
200402	Monthly maintenance charge per copier.	0.00	EA	_____	_____
200403	Monthly supplies per copier.	0.00	EA	_____	_____
2005	Copiers, Band 5, as described in Attachment 1.	0.00	EA	NSP	NSP



19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
	(CONTINUED)				
200501	Monthly lease price per copier.	0.00	EA	_____	_____
200502	Monthly maintenance charge per copier.	0.00	EA	_____	_____
200503	Monthly supplies per copier.	0.00	EA	_____	_____
2006	Copiers, Band 6, as described in Attachment 1.	0.00	EA	NSP	NSP
200601	Monthly lease price per copier.	0.00	EA	_____	_____
200602	Monthly maintenance charge per copier.	0.00	EA	_____	_____
200603	Monthly supplies per copier.	0.00	EA	_____	_____
2007	Copiers, Band 7, as described in Attachment 1.	0.00	EA	NSP	NSP
200701	Monthly lease price per copier.	0.00	EA	_____	_____
200702	Monthly maintenance charge per copier.	0.00	EA	_____	_____
200703	Monthly supplies per copier.	0.00	EA	_____	_____
2008	Copiers, Band 8, as described in Attachment 1.	0.00	EA	NSP	NSP
200801	Monthly lease price per copier.	0.00	EA	_____	_____
200802	Monthly maintenance charge per copier.	0.00	EA	_____	_____
200803	Monthly supplies per copier.	0.00	EA	_____	_____
2009	On-site support as described in C.3 (NTE 20,000 HR)	0.00	HR	_____	_____
2010	SF 294 and 295 Reports	1.00	LO	NSP	NSP
	THIRD OPTION YEAR				
3001	Copiers, Band 1, as described in Attachment 1.	0.00	EA	NSP	NSP

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
	(CONTINUED)				
300101	Monthly lease price per copier.	0.00	EA	_____	_____
300102	Monthly maintenance charge per copier.	0.00	EA	_____	_____
300103	Monthly supplies per copier.	0.00	EA	_____	_____
3002	Copiers, Band 2, as described in Attachment 1.	0.00	EA	NSP	NSP
300201	Monthly lease price per copier.	0.00	EA	_____	_____
300202	Monthly maintenance charge per copier.	0.00	EA	_____	_____
300203	Monthly supplies per copier.	0.00	EA	_____	_____
3003	Copiers, Band 3, as described in Attachment 1.	0.00	EA	NSP	NSP
300301	Monthly lease price per copier.	0.00	EA	_____	_____
300302	Monthly maintenance charge per copier.	0.00	EA	_____	_____
300303	Monthly supplies per copier.	0.00	EA	_____	_____
3004	Copiers, Band 4, as described in Attachment 1.	0.00	EA	NSP	NSP
300401	Monthly lease price per copier.	0.00	EA	_____	_____
300402	Monthly maintenance charge per copier.	0.00	EA	_____	_____
300403	Monthly supplies per copier.	0.00	EA	_____	_____
3005	Copiers, Band 5, as described in Attachment 1.	0.00	EA	NSP	NSP
300501	Monthly lease price per copier.	0.00	EA	_____	_____

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
	(CONTINUED)				
300502	Monthly maintenance charge per copier.	0.00	EA	_____	_____
300503	Monthly supplies per copier.	0.00	EA	_____	_____
3006	Copiers, Band 6, as described in Attachment 1.	0.00	EA	NSP	NSP
300601	Monthly lease price per copier.	0.00	EA	_____	_____
300602	Monthly maintenance charge per copier.	0.00	EA	_____	_____
300603	Monthly supplies per copier.	0.00	EA	_____	_____
3007	Copiers, Band 7, as described in Attachment 1.	0.00	EA	NSP	NSP
300701	Monthly lease price per copier.	0.00	EA	_____	_____
300702	Monthly maintenance charge per copier.	0.00	EA	_____	_____
300703	Monthly supplies per copier.	0.00	EA	_____	_____
3008	Copiers, Band 8, as described in Attachment 1.	0.00	EA	NSP	NSP
300801	Monthly lease price per copier.	0.00	EA	_____	_____
300802	Monthly maintenance charge per copier.	0.00	EA	_____	_____
300803	Monthly supplies per copier.	0.00	EA	_____	_____
3009	On-site support as described in C.3 (NTE 20,000 HR)	0.00	HR	_____	_____
3010	SF 294 and 295 Reports	1.00	LO	NSP	NSP
	FOURTH OPTION YEAR				
4001	Copiers, Band 1, as described in Attachment 1.	0.00	EA	NSP	NSP
400101	Monthly lease price per copier.	0.00	EA	_____	_____

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
	(CONTINUED)				
400102	Monthly maintenance charge per copier.	0.00	EA	_____	_____
400103	Monthly supplies per copier.	0.00	EA	_____	_____
4002	Copiers, Band 2, as described in Attachment 1.	0.00	EA	NSP	NSP
400201	Monthly lease price per copier.	0.00	EA	_____	_____
400202	Monthly maintenance charge per copier.	0.00	EA	_____	_____
400203	Monthly supplies per copier.	0.00	EA	_____	_____
4003	Copiers, Band 3, as described in Attachment 1.	0.00	EA	NSP	NSP
400301	Monthly lease price per copier.	0.00	EA	_____	_____
400302	Monthly maintenance charge per copier.	0.00	EA	_____	_____
400303	Monthly supplies per copier.	0.00	EA	_____	_____
4004	Copiers, Band 4, as described in Attachment 1.	0.00	EA	NSP	NSP
400401	Monthly lease price per copier.	0.00	EA	_____	_____
400402	Monthly maintenance charge per copier.	0.00	EA	_____	_____
400403	Monthly supplies per copier.	0.00	EA	_____	_____
4005	Copiers, Band 5, as described in Attachment 1.	0.00	EA	NSP	NSP
400501	Monthly lease price per copier.	0.00	EA	_____	_____
400502	Monthly maintenance charge per copier.	0.00	EA	_____	_____
400503	Monthly supplies per copier.	0.00	EA	_____	_____

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
	(CONTINUED)				
4006	Copiers, Band 6, as described in Attachment 1.	0.00	EA	NSP	NSP
400601	Monthly lease price per copier.	0.00	EA	_____	_____
400602	Monthly maintenance charge per copier.	0.00	EA	_____	_____
400603	Monthly supplies per copier.	0.00	EA	_____	_____
4007	Copiers, Band 7, as described in Attachment 1.	0.00	EA	NSP	NSP
400701	Monthly lease price per copier.	0.00	EA	_____	_____
400702	Monthly maintenance charge per copier.	0.00	EA	_____	_____
400703	Monthly supplies per copier.	0.00	EA	_____	_____
4008	Copiers, Band 8, as described in Attachment 1.	0.00	EA	NSP	NSP
400801	Monthly lease price per copier.	0.00	EA	_____	_____
400802	Monthly maintenance charge per copier.	0.00	EA	_____	_____
400803	Monthly supplies per copier.	0.00	EA	_____	_____
4009	On-site support as described in C.3 (NTE 20,000 HR)	0.00	HR	_____	_____
4010	SF 294 and 295 Reports	1.00	LO	NSP	NSP

**B.1 CONTRACT QUANTITIES**

The only items actually ordered under this contract are the SF 294 and 295 reports. For this reason, quantities for the other line items are shown as “0.00” The unit price columns in the table above, however, should be completed as part of the proposal, based on the annual quantities shown in Attachment 1 or, in the case of item numbers ending in “09”, based upon a quantity of not to exceed (NTE) 20,000 hours per year. Actual units will be ordered through the placement of delivery orders against the contract. The estimated total quantities to be ordered under all contracts awarded are shown in Attachment1.

**B.2 MINIMUM DOLLAR GUARANTEE**

There is no minimum quantity guarantee under this contract. The Government’s minimum dollar obligation is \$100,000, inclusive of the option years. If the dollars placed during the contract period do not exceed the guaranteed minimum obligation, at the end of the final option year of the contract, the Contractor may invoice and receive payment for the difference between the dollar value of all orders placed under the contract and the minimum obligation.

The maximum cumulative dollar value of all contracts awarded will be computed and incorporated into this paragraph at the time of contract award. The maximum value may be modified after award by mutual agreement of the parties.

## SECTION C STATEMENT OF WORK

### C.1 BACKGROUND AND DEFINITIONS

The Internal Revenue Service (IRS) is seeking to replace existing multiple copier contracts and other acquisition vehicles with a new set of leases for digital copiers based on Operating Lease Plans (OLPs). For purposes of this acquisition, the following definitions apply:

Administrative Contracting Officer (ACO): The Government representative with overall responsibility for ensuring the successful performance and completion of the contract (See G.4.1, below). Also referred to in this document simply as the Contracting Officer.

Backup Copiers: Those copiers installed in place of malfunctioning copiers to provide temporary relief until the original copier is repaired or until a replacement copier is installed.

Contracting Officer's Technical Representative (COTR): The individual designated by the ACO to have responsibility for performance of all technical aspects of the contract (See G.4.2, below).

Key Operator: The IRS employee who is specifically designated and trained to deal with day-to-day issues such as paper jams, paper replenishment and other minor events for an individual copier or group of machines. The Key Operator handles problems which can be corrected and full performance can be restored without the need for a service call.

Operating Lease Plan (OLP): An equipment lease applicable for a stated period of time, at the end of which equipment will physically and contractually revert to the lessor, with no intent by the lessee to take ownership of the equipment at any time. Includes applicable commercial warranties and may incorporate preventive maintenance services.

Replacement Copiers: Those copiers intended to remain in place for the remainder of the delivery order term. Replacement copiers shall be at least the functional equivalent of the copiers they replace.

Sub-COTR: The individual at an IRS facility or post of duty who has technical responsibility for the copiers at that location. The duties of the Sub-COTR are specifically defined by the COTR and the ACO, and the Sub-COTR reports to the COTR in performance of his/her duties. The Sub-COTR may also function as a Key Operator for one or more machines.

## C.2 INTRODUCTION

- 2.1 The IRS currently has multiple copier delivery and maintenance agreements with over 40 different contractors. Some units within the agreements are leased to purchase with different start and end dates. This solicitation is to select approximately three contractors to perform all current and new copier lease and maintenance requirements for the IRS under indefinite delivery, indefinite quantity contracts. Under the new contracts, contractors will not be responsible for supporting or disposing of other contractors' equipment.
- 2.2 The IRS copier inventory currently consists of approximately 3,975 copiers. These machines reside in copier centers, common office areas and hallways, located in IRS Campuses, Field Offices and Business Units service-wide. The current contractual agreements with multiple contractors for Cost per Copy (CPC), Lease To Ownership Plan (LTOP), and rental will expire between 09/30/04 and 9/30/08. Transition of the copier requirements to the new contracts will begin on the effective date of the contracts and will continue through 09/30/2005, with option years. The replacement of old machines to new ones should occur in phases as the contracts expire or are terminated. The new machines shall be out of the box or current production with no re-manufactured parts.
- 2.3 The IRS service-wide has recently undergone a re-organization, establishing Business Unit divisions (BUs). Based on the new organization, IRS Real Estate and Facilities Management (REFM) has contracted with an architect and engineering firm to review support space in BUs and determine the amount of square footage required for copier areas. This may eliminate the need for copier centers in our various buildings and possibly eliminate the need for hundreds of individual copiers in offices. The OLP will permit the IRS the ability to provide updated equipment with costs that include services, delivery and installation of equipment, maintenance, relocations and installation of supplies. The installation of supplies may not be required in all IRS locations.

## C.3 SCOPE

The successful contractor(s) will submit OLP rates that will cover the cost of the copiers and routine preventive maintenance. Remedial maintenance services and parts will be covered under separate sub-line items within the contracts. At the 10 campuses (see F.3) and the Detroit Computing Center, the services of an on-site technician will be required from 8:00 a.m. to 4:00 p.m. local time Monday through Friday, except Federal holidays, to provide routine support services similar to those performed by the IRS key operators at the other sites.



- 3.1 The OLP will also include sub-line items for consumable supplies, including but not limited to such items as periodic or preventive maintenance kits, toner developer, dry ink, fuser oil and other copier supplies for the equipment except paper and staples. The contractor will deliver, pick up and relocate within the same building or floor, as required, the leased equipment and supplies at no cost to the IRS.
- 3.2 Equipment upgrades or downgrades shall be made available without penalty to the IRS. The optimization of equipment types and placements shall be determined by the IRS copier coordinators and the new contractor(s) after an in-depth needs analysis has been performed by the copier coordinators and provided to the contractors.

#### **C.4 COPIER REQUIREMENTS**

- 4.1 Copiers delivered under this contract shall include, but not be limited to, the following automated features.

Document feeder, image enhancement and finisher;  
 Single side copies; duplex documents with 1-2, book-2, 2-2 sided; staple, reduce and enlarge images; and provide for contrast control (light to dark) and operator override;  
 Sort and collate multiple copies by offsetting catch tray,  
 Scan to e-mail, network, desktop or to a web address;  
 Connectivity for LAN capability at install must be able to support industry's most current software applications, network operating systems (e.g., Windows 95, 98, NT, XP, Netware) and other related networks that are compatible with the agency's infrastructure. The qualified personnel, materials, spare parts, tool, hardware/software and network components necessary to perform the service will be provided by the contractor. The capability to support, stand-alone and integrated digital equipment (e.g., digital/multifunctional digital copiers) must be provided by the contractor. This will give the users the ability to search, view, access and print documents right from their desktop.  
 Network Printing Page Control Language (PCL) and Postscript level 3;  
 Web server to take meter readings electronically;  
 Be compliant with accessibility laws and regulations (see C.4.6).

- 4.2 Other operating features shall include, but are not limited to:

Copy to within 3/16" of the leading edge of the paper and 1/8" of the remaining pages;  
 Contain no asbestos or polychlorinated biphenyls (PCBs), nor beryllium or lithium or their compounds;

Conform to the requirements of the American National Standards Institute (ANSI)  
 And Underwriters Laboratories (UL);  
 Include an Operator's Manual with each unit;  
 Accept recycled paper of up to 50% post-consumer materials;  
 Contain an internal self-diagnostic system indicating, as a minimum, the following conditions: "needs toner", "needs paper", "paper mis-feed or jam", or "call for service";  
 Provide an "on/off" signal light or panel indicator;  
 Contain minimum platen of 11" x 17" of the "flat bed" type;  
 Power off automatically after a period of non-usage;  
 Run paper up to and including 24-lb. bond;  
 Be "Energy Star" or "Environmental Choice" compliant;  
 Currently be network connectable for future streamlining of document Distribution.

- 4.3 Copiers must be digital and shall have the latest commercially available automated features, including but not limited to the following capabilities: quick (less than 30 seconds) warm-up time, use of transparencies and gummed labels, photocopy paper sizes from 5 .5" x 8.5" to 11" x 17".
- 4.4 The equipment must be delivered as stated in the Delivery Order, generally within 30-45 days of request. All deliveries and relocations must be coordinated with the Sub-COTR's in each Facilities Management Area Office. The Sub-COTR's must be notified of scheduled delivery times.
- 4.5 The Contractor must provide a comprehensive list of all offered specific Electronic and Information Technology (EIT) products (supplies and services) that fully comply with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards at 36 CFR Part 1194. The Contractor must clearly indicate in full detail where this list of compliances can be found (e.g., contractor's or other exact web page location). The contractor must ensure that the list is user friendly and easily accessible beginning five calendar days after award. The contractor must maintain this detailed listing of compliant products for the full contract term, including all extensions, and must ensure that it is current within five calendar days of changes to its product line. The contractor must ensure that all EIT products that are less than fully compliant are offered pursuant to extensive market research, which ensures that they are the most compliant products and services available to satisfy this solicitation's requirements. For every EIT product accepted under this contract by the Government that does not comply with 36 CFR Part 1194, the contractor shall, at the discretion of the Government, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost neutral, on either the planned refresh cycle of the product or service or on the contract renewal date, whichever shall occur first.

- 4.6 All copiers must be able to operate on 115 volt or 220 volt, 60 Hz, AC electrical current. Any rewiring of copier facilities must be approved and accomplished by the Government. Contractors proposing to furnish copiers that operate on 220-Volt electrical current or use a nonstandard plug shall include an implementation plan as part of their technical proposal. The contractor must also supply any nonstandard plug and the 220 outlet, in accordance with local electrical code and with the approval of the Sub-COTR.
- 4.7 Each copier must have the contractor name and serial number permanently affixed on a major component that is in an accessible location.
- 4.8 Copiers must pass the quality and copy speed requirements stated for the volume band for which they are proposed, and shall operate under working conditions between 50 and 90 degrees Fahrenheit with relative humidity between 15 and 85 percent, incorporating multiple users and extended hours of operation.

## **C.5 DELIVERY, NOTIFICATION, AND ACCEPTANCE**

- 5.1 The Contractor shall provide for the necessary shipment and delivery of the copiers and consumable supplies to each customer location at no additional cost to the Government. The Contractor shall make delivery and install copiers between the hours of 8:00 a.m. and 4:00 p.m. (local time), Monday through Friday, Federal holidays excluded. The Contractor shall notify the COTR in writing no less than 3 working days in advance of each installation.

In some instances, delivery and/or installation may be necessary at other hours due to restrictions on building access. The Government will pay the Contractor at an overtime rate one and one-half times the regular rate that is charged for maintenance service during normal working hours. Any costs for special handling requirements, such as the rental of hoists or cranes, will be as a procurement action separate from this contract. The Contractor shall request special handling requirements in writing to the appropriate COTR for approval and procurement action prior to delivery and/or installation of contract equipment.

- 5.2 The Contractor shall provide a document that identifies the pertinent terms and conditions of this contract to each of its subcontractors prior to installation of equipment at any customer site. The pertinent terms and conditions of this contract include, but are not limited to, those involving installation, maintenance, supplies, and invoicing. The Contractor shall specifically inform its subcontractors that no subcontractor (or any other representative of the Contractor) may directly bill a customer.
- 5.3 The Contractor shall demonstrate that the copier is properly functioning upon completion of installation. This demonstration shall be accomplished pursuant to the operating instructions furnished with each copier and in the presence of the Sub-COTR.

- 5.4 The Contractor shall make delivery of all copiers requested under the contract within 30 days of receipt of the Delivery Order from the Government. If the model requested is not available, the Contractor shall immediately supply a substitute piece of equipment of equal or superior features/capabilities until the ordered equipment is available. As soon as the requested copier is available, the Contractor shall remove the temporary copier and the copier originally ordered shall be installed. Additional delivery and installation costs resulting from this late delivery and temporary copier placement delivery are the sole responsibility of the Contractor. In the event the Contractor has not installed the ordered copier within 30 days of the original request, a formal written report shall be made to the Contracting Officer for appropriate action under the terms of Paragraph C.19, below.
- 5.5 The Contractor shall take necessary steps to ensure that complete action (installation, exchange, removal, etc.) is made within 30 calendar days after the date the Contractor received a Delivery Order. The Contractor shall not attempt to deliver/install a copier unless the installation will be complete. Complete delivery/installation is defined as the Volume Band copier with all its components/optional features/equipment simultaneously fully functioning and first month's supplies.

## **C.6 SERVICES REQUIRED**

- 6.1. The successful contractors shall provide the following services:

Consumable supplies such as developer and toner shall be from the same source of supply for all copier models regardless of minimum or maximum copier volume, to ensure compatibility.

All service, repairs and preventive maintenance done during regular working hours.

No removal or relocation charges for machines within the same building or floor.

A single toll free "800" Help Desk telephone number that IRS key personnel can call for field technical support assistance. The help desk shall be staffed by people fluent in speaking and understanding English as spoken in the United States, including common terms and idioms used in the copier field. The contractor shall provide competent technicians to service the IRS account.

- 6.2 Provide on-site technicians at specified sites to provide technical, preventive maintenance and repairs. The Government will provide the Contractor adequate work space in its facility. The space will be configured to provide a productive work environment. This space will remain available for the Contractor's use and will be provided at no cost to the Contractor.

### **6.3 Service Calls/Repairs**

- 6.3.1 During the hours of 8:00 a.m. to 4:00 p.m.(local time), Monday through Friday (excluding Federal holidays), the contractor shall respond to verbal or written requests from the COTR or Sub-COTR for service calls. All verbal requests shall subsequently be confirmed in writing. The contractor shall

repair the copier within 9 working hours (for locations within 30 miles) or within 16 working hours (for remote locations - over 30 miles) after the verbal or written request for the service call. However, for copiers identified as critical, the contractor shall respond to verbal requests for service calls and shall repair the copier within four (4) working hours. Copiers designated critical will be identified by the ordering activity in the order and shall not exceed 5% of the total number of copiers on the order. The contractor's response time on a service call starts, when the COTR or Sub-COTR places a verbal request to the contractor for a service call or a written service call request is received by the contractor, whichever is earlier. Upon completion of the service call the contractor shall fill out a maintenance log/ticket to include action taken, time expended, date completed and signature of the technician who completed the service call. The maintenance log/ticket shall be turned in to the COTR or Sub-COTR.

If a time extension on the repair is needed, the contractor shall submit a written request to the COTR within the repair window specified above explaining the need for extension and the proposed time for completion of repair.

- 6.3.2 A Service History Report shall be issued to each Sub-COTR for all equipment within his/her area on a quarterly basis, with a consolidated copy of all reports provided to the COTR. The report shall include make, model, serial number, location, description of each problem and the fix. The report shall also include response time to repair requests, frequency and extent of repairs.

#### 6.4 Preventive Maintenance

The contractor shall regularly and systematically examine, clean, lubricate, test, adjust the equipment, and as conditions warrant, repair or replace equipment included under the contract. The contractor shall ensure that each copier operates as originally designed and installed.

#### 6.5 Copier Replacement or Backup

- 6.5.1 Copier Replacement: For purposes of this contract, the minimum acceptable level of performance for each copier is 90% uptime. The Government's definition of uptime is the full functioning of all the features available on the unit simultaneously. Malfunctioning (downtime), even if a copier still copies after an original is placed on the platen, includes the nonfunctioning of the feeder, sorter, paper drawer and anything else that is necessary for the full functioning of the features available on the unit simultaneously. The failure of any copier to meet the uptime standard of 90% in one 60-day period will result in a determination by the appropriate COTR and the Contractor's authorized representative whether to replace the copier. As an alternative, the Contractor's representative may certify on

the repair record that sufficient repairs have been made to preclude additional abnormal breakdowns. If in the 30 days after such certification, the copier continues to function below the 90% uptime threshold, the Contractor shall replace the copier at the request of the Government and at no additional cost to the Government. The Contractor shall deliver and install replacement copiers within 3 working days after the replacement determination.

- 6.5.2 Copier Backup: The Contractor shall have an adequate working inventory of copiers in order to provide backup support for all volume bands. When a malfunctioning copier cannot be repaired within 16 working hours of a timely response to a notification of a malfunction, the IRS entity will have the option of requesting a backup copier. The Contractor shall supply such a backup copier within 8 working hours after notification by the COTR. Backup copiers shall meet or exceed the capabilities of the copiers to be replaced. The Contractor's charge for use of the backup copier shall be the same as and in lieu of the charges for the copier being replaced.

Backup copiers are generally expected to remain in place for 5 working days or less, but in unusual cases, a backup copier may remain in place for as long as 30 days. If the original copier has not been repaired and reinstalled at the end of 30 days, the Contractor shall provide a replacement copier equal to or superior to the original copier model. The Contractor shall supply the model number, serial number and location of the replacement copier to the COTR. In such circumstances, the backup copier may become the replacement copier, and another unit shall be designated for future backup requirements.

## **C.7 REMOVAL OF COPIERS**

Equipment shall be delivered to the designated IRS location, installed and removed at no additional cost to the Government. Equipment that has not been removed by the Contractor within 10 working days after completion of a Delivery Order will be disposed of in a reasonable manner deemed appropriate by the COTR. The Contractor shall reimburse the Government for any handling, moving and storage fees incurred by the Government as a consequence of the Contractor not removing equipment timely. The Government will deduct any cost incurred in the removal of the equipment from outstanding Contractor invoices.

The Contractor shall provide written confirmation of the equipment's removal. This confirmation shall include the copier serial number, removal date and ending meter reading. The Contractor shall forward a copy of this document to the COTR no later than 5 working days after removal.

## **C.8 OPERATOR TRAINING**

Unless otherwise specified by the IRS for an individual machine, the contractor shall provide training and an operator manual for key operators identified by the COTR or Sub-COTR at the time of initial equipment installation. Additional training may be requested by the IRS on an “as needed” basis within 3-5 working days of such request to maintain key operator capabilities when personnel are relocated, retire, etc. The IRS estimates that one key operator per equipment item per year will require training (e.g., if a copier is in place for three years, we estimate that 3 key operators will require training for that copier series). In addition, the contractor shall provide available self paced training such as a CD-ROM. All key operator training and training materials shall be provided at no additional cost to the Government.

## **C.9 COPIER FACILITIES**

- 9.1 The Sub-COTR will provide the contractor with security access to gain entrance and access to copier facilities within a building. The contractor will have access to those facilities to provide the following: preventive maintenance, repairs, replenishing and installing supplies and conducting meter reads.
- 9.2 The IRS will provide sufficient space to store copier supplies. The amount of space may vary for each copier facility.
- 9.3 The IRS will provide a work area pending availability of space at those facilities that may require an on-site technician.
- 9.4 The IRS shall place copiers by minimum volume, which is directly related to the average monthly volume of copies produced. Minimum volume adjustments will be needed if copiers are producing under the minimum. In its quarterly report (See C.12.1, below), the contractor shall make the IRS aware of over- or under-utilization of a copier and recommend replacement of the machine with a copier that is better suited for the actual volume or relocation of the copier by the contractor within the existing facilities for more efficient utilization. Relocation requires the concurrence of the Sub-COTR.

## **C.10 RELOCATION OF COPIERS**

- 10.1 During the term of the contract, changes in IRS requirements may make relocation of copiers on the same floor or to another floor within the building necessary. Installation and necessary supplies and key operator training shall be included in relocations. Relocation within a building or floor will be provided for any copiers on contract at no additional cost to the Government.

- 10.2 The COTR or Sub-COTR will notify the contractor in writing of intended equipment moves. Relocation of copiers will be accomplished within one week of request. The contractor must notify the COTR or Sub-COTR of arrival date within 48 hours of request.
- 10.3 The contractor is responsible for placing signs in each copier facility to identify its equipment. The signs shall include make, model, serial number and contacts for supplies and service. The signs shall be visible and placed on or above the copiers. The contractor shall use an adhesive that will protect the walls. The contractor will be responsible for any damages to the facility resulting from improperly attached signs.
- 10.4 The contractor must provide building protection (e.g., cardboard, masonite material) on floors and walls to protect against scratches when delivering and relocating copiers.

## **C.11 CONSUMABLE SUPPLIES**

The Contractor shall provide consumable supplies as defined in C.3.1, above, in accordance with the following process:

- 11.1 Upon initial delivery, the Contractor shall provide a minimum of one month and a maximum of two month's worth of consumable supplies for each copier. These supplies will be stored by customer agencies.
- 11.2 The Contractor shall deliver supplies to customer agencies during the hours of 8:00 a.m. through 4:00 p.m. (local time) Monday through Friday, excluding Federal holidays.
- 11.3 The Contractor shall label all shipped consumable supplies with the name and address (including building and room number) of the facility's key operator(s).
- 11.4 The key operator may make emergency requests for consumable supplies verbally, with written confirmation. The Contractor shall process and ship these requests within 24 hours, excluding Saturdays, Sundays and Federal holidays.



## **C.12 CONTRACTOR REPORTS**

- 12.1 The contractor shall provide to the COTR quarterly usage reports. The reports shall contain number of copies produced for each machine, total over or under usage and total expenditures. The contractor can recommend any changes to volume bands due to over or under usage.
- 12.2 The contractor shall maintain the entire history of IRS inventory as indicated. The inventory must include make, model, serial number, location, install date and volume band. The Inventory Report shall be provided to the COTR and Sub-COTRs on an annual basis, with a final Inventory Report to be provided within 10 days of the conclusion of contract performance.

## **C.13 METER READINGS**

The key operators/coordinators will conduct meter readings on those machines that do not have an embedded web server to take meter readings electronically and provide them monthly to Sub-COTR for consolidation and submission to the contractor for their respective areas of responsibility. The key operators must record and report all meter readings from machines that do not have electronic meter readings. The contractor's on-site personnel will perform meter readings at the 10 campuses and 2 copy centers specified by the IRS. The Sub-COTRs will provide the contractor with key operators for their respective areas. The key operators must submit meter readings for those machines that do not have electronic meter readings to the contractor by the 10<sup>th</sup> business day of each month.

## **C.14 CONTRACTOR PERSONNEL**

All contractor personnel must wear an identification badge at all times. The badge must be visible and worn above the waist. The IRS will receive proof from the IRS National Background Investigations Center (NBIC) of all completed background investigations on contractor personnel. Any changes in contractor personnel for a specific area must be submitted to the Sub-COTR with a copy to the COTR immediately. The contractor shall notify the IRS Sub-COTR no later than the end of the day of the Termination for Cause of an authorized employee's access. The contractor shall notify the COTR no later than 5 days after an authorized employee no longer requires access. Verbal notifications shall be confirmed in writing within 15 days.

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance and integrity and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary.

## C.15 SECURITY REQUIREMENTS

- 15.1 A background investigation, to be conducted by the IRS, is required for Federal or contractor employees who will have unescorted access to IRS facilities or access to sensitive data or information systems as identified in the Statement of Work (SOW). Unless otherwise specified, the contractor shall submit to the COTR within 5 days before the starting date of the contract, the forms noted in C.15.4, below for each employee who requires access as described above. The IRS may also require the contractor to submit the investigation forms for every employee covered by this paragraph on a 5-year basis for reinvestigation.
- 15.2 The contractor shall deliver copiers to one or more locations within IRS owned or controlled facilities in accordance with IRS security guidelines. The IRS Internal Revenue Manual Handbook 1.23.2, Section 2, Security Investigations, Chapter 2, Contractor Investigations, requires that the contractor's personnel working in IRS locations who are unescorted must obtain a background investigation based on the position risk. The position risk for this contract will generally be low, requiring only a basic investigation. This investigation will include, but not be limited to, law enforcement checks and a check of the employees' federal tax records. However, should contractor personnel have to receive sensitive, but unclassified data, or access to a computer system, the risk level would be moderate and would require a more extensive clearance. Contractor service personnel will be required to pass a background investigation to receive the security access and appropriate badge to enter an IRS facility. The badge will be returned by the service person to the IRS upon departing the facility. The contractor shall absorb the cost of the background clearances as discussed in paragraph 15.5. The IRS requests that the same service personnel be scheduled for equipment repairs or services to the same IRS facilities to the maximum extent possible.
- 15.3 The IRS will send the background investigation checks through the IRS National Background Investigations Center (NBIC) for all contractor personnel requiring entry to IRS buildings. Contractor personnel will not be allowed unescorted access to IRS sites until cleared by NBIC. Contractor personnel will be provided escort access during the time required to process and obtain interim or final-staff like access approvals. Interim access approvals generally take 5-7 days from NBIC receipt of acceptable investigation paperwork.
- 15.4 In order to obtain required background investigations, the contractor shall require its service personnel or other delivery personnel, if any, to complete and submit the following documents to the IRS Sub-COTRs for processing through the COTR to NBIC.

A completed SF-85P, Questionnaire for Public Trust Positions (Rev. 9/95)  
(note: form is being automated and employees will be required to  
complete an electronic version of the form in 2004.)

Form 13340, Fair Credit Reporting Act FCRA) Credit Release, Disclosure & Authorization Form

Form FD-258, Applicant Fingerprint Card

Form I-9, Employment Eligibility Verification (A copy of the form already maintained on file by the employer on employees is acceptable)

These forms may be acquired by the Contractor from the following web site:

<http://erc.web.irs.gov/DOCS/2002/AWSS/PS/Personnel%20Security/forms.htm.htm>,

with the exception of Form FD-258, which is a fingerprint card available at law enforcement agency entities which do fingerprinting.

Contractor employees will be required to be fingerprinted. Arrangements for fingerprinting should be coordinated with the COTR, as access to a local IRS office with this capability may exist. When such capability is not available, employees may need to go to a local law enforcement agency for fingerprinting. Fingerprinting must be completed on the form FD-258. Any cost for fingerprinting outside of IRS will be borne by the contractor.

If the COTR receives a denial of access from NBIC after processing of these forms, or if the COTR finds a prospective employee to be unsuitable or unfit for his/her assigned duties, the contractor shall be advised immediately in writing that such employee cannot continue to work or be assigned to work under the contract. The IRS shall have and exercise full and complete control over granting, denying, withholding, or terminating access for contractor employees. The IRS may, as it deems appropriate, authorize and grant interim staff-like access to employees of the Contractor. However, the granting of an interim staff-like access to any such employee shall not be considered as assurance of final staff-like access that shall follow as a result or condition thereof. The granting of either interim or final staff-like access shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by the Government.

- 15.5 The contractor shall provide funds to the IRS for background investigations by payment to the IRS Finance Center in Beckley, WV (see contract face page for complete address). The cost of investigations ranges from \$75.00 to \$2,500.00, depending upon level and complexity, with \$275.00 being the mean individual clearance cost. Upon initial award of a contract, the contractor shall submit the full amount of funds to cover the cost of the investigations for the entire number of contractor service and delivery personnel required to service IRS equipment. Funds for the investigations of additional or replacement personnel shall be submitted as the need arises. However, the contractor should attempt to consolidate funds into a single amount as often as possible.
- 15.6 Contractor personnel performing copier maintenance or removal shall complete and submit to the Sub-COTR the non-disclosure form shown in Attachment 3.

**C.16 COPIER PHASE-OUT**

If an incumbent IRS contractor receives award of a contract under this solicitation, the contractor must be able to accommodate the copier phase out under its own predecessor contracts. The copier phase out is tentatively scheduled to begin on October 1, 2004, and extend through September 30, 2008, as existing copier contracts expire or are terminated. The COTR and Sub-COTR's will coordinate final schedules with contractor after award.

**C.17 PROCEDURE FOR ORDERING OF INDIVIDUAL COPIERS**

- 17.1 The Government shall not over the life of the contract order more copiers than the not-to-exceed amount of copiers specified.
- 17.2 The Sub-COTR's will submit a written request to the COTR for review and approval of any new copier requests. The Administrative Contracting Officer (ACO), will order individual copiers by faxing or e-mailing a written request to the contractor(s), or by a verbal order to be followed by a written confirmation
- 17.3 Only the ACO shall have the authority to order copiers or other items or services under this contract. The contractor shall not accept orders or initiate services based on the directions of any other individual(s).
- 17.4 In addition to invoice requirements stated elsewhere in the contract, the contractor shall on its invoices to the Government, correlate and reference the invoiced items to the specific order from the COTR or ACO.

**C.18 LIQUIDATED DAMAGES FOR LATE DELIVERY**

- 18.1 If the Contractor fails to deliver copier equipment and supplies within the time specified in this contract, or any extensions granted by the Contracting Officer, the Contractor shall, in place of actual damages, pay to the Government as fixed and agreed, liquidated damages for each calendar day of delay, the sum of one-twentieth (1/20) of the anticipated monthly lease price for each copier for which delivery or service is not performed. However, the total of liquidated damages assessed shall not exceed the monthly lease cost of the copier.
- 18.2 The Contractor, at the Government's option, shall not be assessed with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Contractor. The Contractor shall submit reasons for such non-performance to the COTR in writing within 3 business days of such delay.

**SECTION D**  
**PACKAGING, PACKING AND MARKING OF SHIPMENTS**

**D.1 POSTAGE AND FEES**

All postage and fees related to the submission of deliverables under this contract, including hard copy reports, to the Contracting Officer (CO) or the Contracting Officer's Technical Representative (COTR) shall be paid by the Contractor.

**D.2 PACKAGING AND PACKING**

All items to be delivered under this contract shall be packed and packaged for shipping utilizing standard commercial practice for domestic delivery.

**D.3 MARKING**

All information submitted to the CO or COTR by the Contractor shall clearly indicate the Contract Number and Delivery Order Number for which the information is being submitted.

## SECTION E INSPECTION AND ACCEPTANCE

### E.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>.

#### Federal Acquisition Regulation (48 CFR Chapter 1) Clauses

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.246-2	INSPECTION OF SUPPLIES -- FIXED PRICE	AUG 1996
52.246-4	INSPECTION OF SERVICES – FIXED PRICE	AUG 1996

### E.2 INSPECTION AND ACCEPTANCE

Inspection and acceptance of all work performed under this contract shall be by the Contracting Officer or a duly authorized representative.

## SECTION F DELIVERIES OR PERFORMANCE

### F.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

#### Federal Acquisition Regulation (48 CFR Chapter 1) Clauses

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.242-15	STOP-WORK ORDER	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984
52.247-35	F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES	APR 1984

### F.2 IR1052-96-130 CONTRACT AND DELIVERY ORDER TERM

This contract will cover the furnishing of the supplies and services described in Sections B and C from the date of award through September 30, 2005, plus four one-year options. Each Delivery Order issued under this contract, including its option years, will also have a term of a base year and four one-year options, so actual performance of work under this contract may extend to as long as September 30, 2010, for any Delivery Order issued up to the last day of the contract term.

Delivery Orders issued under this contract are not coterminous; that is, they do not all have common start and end dates, but may be issued at various times as needed throughout the contract term.

### F.3 PLACE OF PERFORMANCE

The IRS has 10 campuses (Andover, MA; Atlanta, GA; Austin, TX; Brookhaven, NY; Cincinnati, OH; Fresno, CA; Kansas City, MO; Memphis, TN; Ogden, UT; and Philadelphia, PA) and two computing centers (Detroit, MI and Martinsburg, WV) where numerous copiers of various sizes are resident. Significant numbers are also contained at IRS Headquarters (including addresses in Washington, DC and suburban Maryland and Virginia), the Finance Center (Beckley, WV), and the four Area Offices (Dallas, TX; Atlanta, GA; New York, NY; and San Francisco, CA). The remaining copiers are dispersed in various offices and posts of duty throughout the 48 contiguous states. The Contractor must deliver and maintain equipment at all of these locations, as directed within the individual delivery orders.

### F.4 DELIVERY AND NOTIFICATION

- 4.1 The Contractor shall provide for the necessary shipment and delivery of the copiers and consumable supplies to each IRS location at no additional cost to the Government. The Contractor shall make delivery and install copiers between the hours of 8:00 a.m. and 4:00 p.m. (local destination time) Monday through Friday, Federal holidays excluded, unless such installation is precluded due to Government restrictions on building access. In such case, the Contractor shall make specific alternate delivery arrangements with the COTR.
- 4.2 The Contractor shall notify the COTR in writing no less than three working days in advance of each installation. Any costs for special delivery arrangements or special handling requirements, such as the rental of hoists or cranes, will be handled as procurement actions outside the scope of and separate from this contract. The Contractor is responsible for requesting special handling requirements in writing from the COTR far enough in advance of scheduled delivery to ensure timely approval and procurement action.
- 4.3 The Contractor shall provide a document that identifies the pertinent terms and conditions of this contract to each of its subcontractors prior to installation of equipment at any IRS site. The pertinent terms and conditions of this contract include, but are not limited to, those involving installation, maintenance, supplies and invoicing. The Contractor shall specifically inform its subcontractors that no subcontractor or other representative of the Contractor may directly contact an IRS entity to schedule deliveries or directly bill the IRS for such deliveries.
- 4.4 Upon completion of installation, the Contractor shall demonstrate that the copier is properly functioning, pursuant to the operating instructions furnished with each copier and in the presence of the IRS designated sub-COTR.
- 4.5 The Contractor shall make delivery of all copiers requested under the contract within the schedule specified in the Delivery Order. If the model requested is not available,



the Contractor shall supply a substitute copier of equal or superior features/ capabilities until the ordered equipment is available. As soon as the requested copier is available, the Contractor shall remove the temporary copier and replace it with the copier originally ordered. Additional delivery and installation costs resulting from this late delivery and temporary copier placement are the responsibility of the Contractor. In the event the Contractor has not installed the ordered copier within 30 days of the original delivery date, a formal written report shall be made by the Sub-COTR to the Contracting Officer (with copy to the COTR) for action under the terms of the contract.

- 4.6 The Contractor shall take necessary steps to ensure that complete action (installation, exchange, removal, etc.) is made within the schedule specified in the Delivery Order. The Contractor shall not attempt to deliver/install a copier unless the installation will be complete. Complete delivery/installation is defined as the volume band copier with all its components/optional features/equipment simultaneously functioning, supported by the first month's necessary consumable supplies.

## SECTION G CONTRACT ADMINISTRATION

### **G.1 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION MAY 1999)**

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT

information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) EFT assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

## **G.2 IR1052-01-001 ELECTRONIC FUNDS TRANSFER (EFT) PAYMENTS**

Effective May 1, 2002, in order to receive payments under this contract/award, contractors are required to register in the Central Contractor Registration (CCR) database. Beginning October 1, 2002, CCR will be the primary database used to obtain contractor information for all Federal Government contracts. Contractors can

complete the on-line CCR registration process by accessing <http://www.ccr.gov>. Annual renewal of a contractor's registration is a requirement. There are mandatory fields in CCR that need to be completed before the registration can become active. For example, contractor business, name, address, telephone, point of contact, business start date, Data Universal Numbering System (DUNS) number (plus 4 digits, if applicable), Taxpayer Identification Number (TIN) and the Electronic Funds Transfer (EFT) account numbers to permit receipt of electronic payments, are all mandatory fields. Registration via the internet can generally be activated within 48 hours, if all the information is complete and accurate. Registration via another method can take up to 30 days.

The CCR web site contains information and a telephone number (800-333-0505) where a contractor can call to get an expedited DUNS number, in order to start the registration process. Contractors must obtain the EFT account numbers from its own financial institution, if not already known. Contractors will be ineligible for awards, if they are not registered in CCR, unless they meet an exception or apply for a waiver. Contractors requesting a waiver from CCR registration must apply via the Contracting Officer. Only the Bureau Chief Procurement Officer (BCPO) can approve a waiver from CCR registration and permit the award action, if the contractor is not registered in CCR. Any contractor meeting an exception or obtaining a waiver from CCR registration is still required to get an EFT account in order to receive electronic payments, in accordance with the Debt Collection Improvement Act. Contractors shall then submit a completed Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Form (formerly SF 3881) directly to:

Internal Revenue Service  
Office of Financial Applications Support and Technology  
P. O. Box 3339  
Cincinnati, Ohio 45201-3339

Or Fax to: (513) 263-5020

The ACH Vendor/Miscellaneous Payment Enrollment Form can be obtained from the IRS Contracting Officer or from the IRS Office of Financial Applications Support and Technology, points of contact, Joan Aker or Nancy Estep at (513) 263-5069/5055, if not included in this solicitation/award.

In order for contractor invoices to be determined proper and payments made under applicable awards, contractor EFT information must be valid and current. Valid contractor EFT information must include the Agency information; the Payee/Company information including Taxpayer Identification Number (TIN); and the Contractor's financial institution information, including the nine-digit routing transit number, account type and account number. If the contractor is registered in CCR, changes can be made to its business profile at any time. Under this award, if any changes are made to the mandatory business information in CCR, the contractor is required to notify the IRS Beckley Finance Office within three (3) business days.

Under this award, those contractors not registered in CCR but enrolled in EFT payments, are also required to report any changes to their business information to the IRS Beckley Finance Office within three (3) business days. Contractors can e-mail notification of their changed CCR and EFT business information directly to: CFOBFC.CCRPaymentinformation@irs.gov

Valid contractor EFT payment information is required in order for the Government to make any payment under this award. Invoices received prior to the receipt of valid EFT information shall be deemed improper for the purpose of prompt payment under this award and payments will be rejected or suspended. Contractors may only request a waiver from EFT payments if they meet one of the criteria listed on the Request for Waiver of Electronic Funds Transfer (EFT) Payment Form. The waiver request form can be obtained via the Contracting Officer or the IRS Office of Financial Applications Support and Technology at telephone (513) 263-5069/5055 or e-mail Nancy.V.Estep@irs.gov or Joan.Aker@irs.gov. Waivers from EFT Payments are only granted by the IRS Office of Financial Applications Support and Technology and contractors must obtain the waiver from EFT payments, prior to award being made.

### **G.3 IR1052-01-002 PAID SYSTEM**

Access On-line Payment Information. The U. S. Department of Treasury, Financial Management's Payment Advice Internet Delivery (PAID) system provides contractors with invoice payment information included with an Electronic Funds Transfer (EFT) payment made via the Automated Clearing House (ACH) payment system. PAID is free to contractors with Internet access. Registration for the PAID system can be done on-line at <http://fms.treas.gov/paid/> (Note: no "www"). Register using your Taxpayer Identification Number (TIN) and then select a user ID, password, and a specific method of delivery. The PAID webmaster will verify your registration and notify you that your access has been activated within five (5) business days and confirm your acceptance by e-mail. Registered contractors can look up all payments, or search by invoice number, amount, date of payment and other remittance information, such as, interest penalty or discounts taken. Access is limited to your payment data and the information is available for 60 days beginning the day after your account has been activated. If you have any questions about payment information found on PAID, contact IRS, Beckley Finance Center at (304) 256-6000.

#### **G.4 AUTHORITY - CONTRACTING OFFICER, CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE AND CONTRACTOR'S PROJECT MANAGER**

##### **4.1 Administrative Contracting Officer**

The Administrative Contracting Officer (ACO) for administration of this contract will be identified at the time of contract award.

The ACO, in accordance with Subpart 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of the requirements of this contract, and notwithstanding any clauses contained elsewhere in this contract, the said authority remains solely with the ACO. In the event the Contractor makes any changes at the direction of any person other than the ACO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result thereof.

##### **4.2 Contracting Officer's Technical Representative**

The Contracting Officer's Technical Representative (COTR) for this contract will be identified at the time of contract award.

Performance of the work under this contract shall be subject to the technical direction of the COTR identified above. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

Technical direction must be within the scope of the work statement. The COTR does not have the authority to issue technical direction that :

- (1) constitutes a change of assignment or additional work outside the work statement;
- (2) constitutes a change as defined in the contract clause entitled "Changes";
- (3) in any manner causes an increase or decrease in the contract price, or the time required for performance of services;
- (4) changes any of the terms, conditions or work statement of this order or the contract;
- (5) interferes with the contractor's right to perform under the terms and conditions of this order or the contract; or
- (6) directs, supervises or otherwise controls the actions of the contractor's employees.

Technical direction may be oral or in writing. The COTR shall confirm any oral technical direction in writing within five working days, with a copy to the ACO.

The contractor shall proceed promptly with performance resulting from any technical direction issued by the COTR. If, in the opinion of the contractor, any direction of the COTR falls within the limitations in (1) through (6) above, the contractor shall notify the Contracting Officer no later than the beginning of the next Government work day to obtain resolution. Failure of the contractor and the Contracting Officer to agree that the technical direction is within the scope of the contract shall be subject to the terms of the contract clause entitled "Disputes".

Under no circumstances does the presence or absence of the COTR, or any other Government official or employee, relieve the Contractor from complying with the terms and conditions of this contract.

#### 4.3 Project Manager

The Contractor's designated Project Manager (PM) for this contract shall be clearly identified in its proposal, including telephone and facsimile numbers and e-mail address.

The PM shall have the authority to make any no-cost contract technical, hiring and dismissal decisions, or special arrangement regarding this contract. The PM shall be responsible for the overall management and coordination of this contract and shall act as the central point of contact with the Government. The PM shall have full authority to act for the Contractor in the performance of the required services. The PM, or a designated representative, shall meet with the COTR to discuss problem areas as they occur. The PM shall be able to fluently read, write, and speak the English language.

## **G.5 INVOICES**

The meter readings for each copier shall be reflected in the invoice. The contractor shall provide consolidated invoices and a detailed billing summary every 30 days. The invoices must include make, model, serial number, and location of equipment. To improve the timeliness of the inspection and acceptance of delivered services and receipt of payment by the Contractor, copies of the invoice, clearly marked as information copies, shall be submitted to the COTR and the ACO concurrently. Invoices shall be submitted no more frequently than semi-monthly, in arrears. The original invoice shall be submitted to the following Accounting Office:

Internal Revenue Service  
 Administrative Service Center  
 Accounts Payable Section  
 P. O. Box E  
 Beckley, WV 25801

To constitute a proper invoice, the document must include the following information:

- (1) Name of the business concern and invoice date;
- (2) Contract number;
- (3) Contract Line Item Number (CLIN), description, price and quantity of services;
- (4) Shipping and payment terms;
- (5) Name, title, phone number and complete mailing address of responsible official to whom payment is to be sent;
- (6) Taxpayer/Employer Identification Number;
- (7) Direct Deposit Account number.

The Government will not pay any Contractor invoices submitted:

- (1) for copiers/equipment incompletely installed ( in accordance with F.4.f, above), or,
- (2) until a complete delivery notification/acceptance receipt is received by the COTR.

The Government will not pay the Contractor invoices submitted on a retroactive basis (i.e., the Government will not pay for copiers/equipment sitting in Government space that are not completely installed or for which the COTR has not timely received a delivery notification/acceptance receipt).

**G.6 1052.216-9000 TASK/DELIVERY ORDER CONTRACT OMBUDSMAN  
 (MAR 1996)**

- (a) In accordance with 41 U.S.C. 253j(e), the IRS Task/Delivery Order Contract Ombudsman is the Chief, Policy and Procedures Branch, Office Of Procurement Policy.
- (b) Ombudsman Responsibilities:
  - (1) address contractor concerns regarding compliance with the award procedures for task/delivery orders;
  - (2) review contractor complaints on task/delivery order contracts;
  - (3) ensure all contractors are afforded a fair opportunity to be considered for each task/delivery order, consistent with 41 U.S.C. 253j(b); and



- (4) when requested, maintain strict confidentiality of the vendor/  
contractor requesting assistance.

(c) Exceptions:

The Ombudsman shall not participate in:

- (1) the evaluation of proposals submitted on the basic contract;
- (2) the source selection process on the basic contract; or
- (3) the adjudication of formal contract disputes arising under the  
basic contract or any individual order issued under it.

- (d) Interested parties may contact the Task/Delivery Order Ombudsman by calling the  
Office of Procurement Policy at (202) 283-1310 or in writing at:

Internal Revenue Service  
Office of Procurement Policy OS:A:P:P  
6009 Oxon Hill Road, 8<sup>th</sup> Floor  
Oxon Hill, MD 20745

## **SECTION H SPECIAL PROVISIONS**

### **H.1 AUTHORIZED USERS**

This contract is for use by the Internal Revenue Service (IRS) and for any other Federal or District of Columbia Government entities as may be designated by the IRS after contract award.

### **H.2 IR1052-96-095 NONPAYMENT FOR UNAUTHORIZED WORK**

No payments will be made for any unauthorized supplies or services, or for any unauthorized changes to the work specified herein. This includes any service performed by the Contractor of its own volition or at the request of an individual other than a duly appointed Contracting Officer. Only a duly appointed Contracting Officer is authorized to change the specifications, terms, and conditions in this contract.

### **H.3 NEW, IMPROVED, OR ADDITIONAL EQUIPMENT OR SERVICES (TECHNOLOGY REFRESHMENT INCLUDED)**

The incorporation of new, improved or additional equipment or services into the contract shall be undertaken by contract actions in accordance with the terms of this contract. Decisions to add new, improved, or additional equipment or services will be made by the Contracting Officer.

After contract award, the Government may solicit, and the Contractor is encouraged to independently propose, new, improved, or additional features, technology or service enhancements in order to provide improved performance, meet new Government needs, save money, increase customer satisfaction, increase efficiency, and for any other purpose which presents an advantage to the Government.

The Contractor shall propose new equipment or service offerings to the Government within thirty days after they become available in the commercial marketplace. The Contractor shall have the capability to provide support and documentation on changes, modifications and improvements during the life of the contract.

As part of any action or proposed change under this provision, the contractor shall submit a complete proposal, including price impact, to the Contracting Officer for consideration and evaluation. Proposed actions that are acceptable to the Government will be processed as modifications to the contract. The Government reserves the right to accept, reject, or skip changes, modifications, improvements, updates and enhancements. The Contractor shall upgrade/update systems no later than 45 days after Government approval.

#### **H.4 INSURANCE – WORK ON A GOVERNMENT INSTALLATION**

In accordance with FAR 52.228-5, Insurance – Work on a Government Installation, in Section I herein, insurance of the following types and minimum amounts shall be procured and maintained during the entire period of performance under this contract.

- 4.1 Workman's Compensation and Employees Liability Insurance – as specified by applicable statute, but not less than \$100,000.00.
- 4.2 General Liability Insurance – Bodily Injury Liability - \$500,000.00 per occurrence.
- 4.3 Automobile Liability Insurance - \$200,000.00 per person; \$500,000.00 per each occurrence bodily injury; not less than \$20,000.00 per each incident; and \$1,000,000 in the aggregate.
- 4.4 The Contractor shall hold harmless the United States Government for any and all claims arising out of the acts and/or omissions of its personnel in the course and scope of performing their duties under this contract.

#### **H.5 DELIVERY ORDERS ISSUED UNDER MULTIPLE AWARD CONTACTS**

All contract awardees will be provided a fair opportunity to be considered for each order in excess of \$2,500 pursuant to the provisions of paragraph 16.505(b) of the Federal Acquisition Regulation. The Contracting Officer may use information on hand to ensure that each awardee is provided a fair opportunity to be considered.

Requests to the contractors for offers may be forwarded by hard copy, facsimile or electronic commerce methods. Requests for offers and the required contractor responses will be tailored to the minimum level of detail necessary for adequate evaluation and selection for delivery order placement. Upon receipt of a request for offer, the contractor shall submit an offer to the Contracting Officer within the time frame specified in the request. The Government has the right under any proposed delivery order to require the contractors to submit an executive summary, technical proposal, fixed price proposal, or any combination of the three. Issuance of a delivery order may be based on evaluation of initial offers without discussions, or on evaluation of offers including discussions. Each delivery order will be placed with the contractor whose offer provides the best overall value to the Government.

Delivery orders will be placed against the contract via Electronic Data Interchange (EDI), facsimile or hard copy. The contractor will be required to deliver products and provide services as specified in the order. Orders will be issued on a firm fixed price basis and will contain agreed-to delivery and acceptance terms and conditions. Contractor performance on the various orders will be reviewed during annual contact reviews and will affect the issuance of future orders against these multiple award contracts.

## **H.6 KEY PERSONNEL REQUIREMENTS**

If the Government determines that certain personnel are key to the successful completion of the contract, they will be designated as "key personnel" in the contract. Key personnel are defined as those individuals occupying the following positions:

Project Manager

Other key personnel positions may be added as a result of discussions. The Contractor shall notify the Contracting Officer in writing prior to making any changes in key personnel. No changes in key personnel will be made unless the Contractor can demonstrate that the qualifications of prospective personnel are equal to or better than the qualifications of the personnel being replaced.

The Contractor and its employees shall conduct only business covered by this contract during periods paid for by the Government, and will not conduct any other business on Government premises. Contractor personnel will abide by the normal rules and regulations applicable to the Government premises on which they work, including any applicable safety and security regulations.

## **H.7 IRS E-CATALOG**

**FUTURE IRS REQUIREMENTS:** This provides an overview of the technical requirements for suppliers to work with the future IRS e-procurement initiative. IRS has determined that, in the future, it will utilize electronic catalogs from existing supplier ordering websites (punch-out) that provide the appropriate government contract prices. IRS has technical requirements for suppliers to (1) interface with the Electronic Business Purchasing (EBP) shopping cart during the shopping process through SAP's Open Catalog Interface (OCI) standard and (2) receive Purchase Orders. The IRS requires that, at the time of proposal submission, suppliers comply with SAP's OCI standard. OCI provides the standards to allow IRS end users to "punch out" to supplier ordering websites, build a shopping cart, and then transmit the shopping cart data back to IRS's SAP EBP application. The IRS SAP EBP application then produces a purchase order to be sent to the supplier.

## **H.8 POST AWARD CONFERENCE**

The Contractor shall participate in a post award conference that will be held within ten business days after contract award. The purpose of the post award conference is to aid both the Contractor and the Government in achieving a clear mutual understanding of all contract requirements and to identify and resolve potential problems.

The Contracting Officer is responsible for establishing the time and place of the

conference and will notify the appropriate Government representatives (e.g., COTR, sub-COTRs, etc.) and the Contractor. The Contracting Officer will designate or act as the chairperson at the conference. The chairperson of the conference will conduct the meeting.

At the conference, the Contracting Officer may make commitments or give directions within the scope of his/her authority and will put in writing in the form of a contract modification any commitment or direction which changes the contract. Conference participants who do not have authority to bind the Government or the Contractor shall not take action which in any way implies alteration of the contract. The chairperson shall include in the conference summary report all information and guidance provided to the Contractor and all commitments made by the Contractor.

The Contractor is responsible for conducting post award conferences with its subcontractors. Government representatives will participate unofficially in such conferences upon request of the Contractor and as their schedules permit, but because there is no direct contractual relationship between the Government and any subcontractor, no exchanges involving the Government representatives will be contractually binding.

## **H.9 ADDITIONAL LEASE TERMS**

### **9.1 Statement of Intent**

The parties understand and acknowledge that a delivery order issued against this contract is a lease arrangement without intent to purchase the leased item at any time. The Government intends to fulfill that agreement and is not entering into such agreement for the purpose of acquiring the use of the equipment for a period of time shorter than the period of the lease (generally a base year and four one-year options). The Government, upon issuance of any delivery order pursuant to this contract contemplates the use of the equipment for the full term of the lease specified in such delivery order (the Lease Term). The equipment being leased under each delivery order shall be specified within the order. Monthly lease payments are calculated based on the intended Lease Term for each item.

### **9.2 Lease Termination**

Leases entered into under this contract may not be terminated except by the contracting office responsible for contract administration, in accordance with clause 52.212-4, Contract Terms and Conditions, Commercial Items (Section I, below). The Government may, at no cost, cancel or not renew the contract or any lease hereunder at the end of the base year or any option year of the lease period if there is no longer a bona fide need for the equipment, or if funds have not been made available to the ordering agency in an amount sufficient to continue to make the lease payments. Any other terminations for the convenience of the Government shall be subject to paragraph (I), entitled Termination for the Government's

Convenience, of clause FAR 52.212-4, Contract Terms and Conditions – Commercial Items (Oct 2003) (Section I.2 herein).

### **9.3 Assignment of Claims – Lease**

The Contracting Officer may approve the assignment of claims for a lease in accordance with FAR 32.304-5. The contractor cannot prohibit or otherwise limit the Government's ability to assign lease payments under any lease or assignment of a lease. The Government's acceptance of an assignment does not waive any of the Government's rights under this contract or the delivery order.

### **9.4 Warranty of Equipment**

The lessor shall be responsible for fulfilling warranty requirements equal to or better than those provided for new commercial equipment for the entire term of the lease.

### **9.5 Title and Risk of Loss or Damage**

Title to all equipment leased under this contract shall remain with the contractor. The lessor shall be responsible for the risk of loss or damage to the equipment, unless such loss or damage was due to the fault or negligence of the Government. At the lessor's option, the lessor shall repair or replace the lost or damaged equipment.

## **H.10 ADDITIONAL MAINTENANCE TERMS**

### **10.1 Description of Maintenance**

The contractor will maintain all equipment in good working order. Unscheduled repairs necessitated by ordinary use will be provided as required by and at the request of the Government in accordance with Section C, above. The contractor shall have full and free access to the machines to perform repairs. The contractor shall not be responsible for failure to service machines for causes beyond its control. Replacement parts will be furnished on an exchange basis and shall be new or equal to new in performance.

### **10.2 Services not Included**

Maintenance does not include service on machines not having a valid serial number or U.L. certification showing they were acquired under this contract, services connected with accessories, attachments or other devices not supplied under this contract, relocation of equipment outside of the building in which

originally installed, or services resulting from operator neglect or use of equipment for purposes or applications for which the unit was not designed.

### **10.3 Accessories**

Accessories purchased under this contract shall be added to the maintenance description for the machine(s) upon which the accessories are installed, and the maintenance price for the machine will be adjusted accordingly.

### **10.4 Replacement of Accessories**

If an accessory is replaced pursuant to this paragraph, the contractor shall have no obligation to replace the machine to which the accessory is attached, if the machine is operating properly, or any other accessory which is in good working order. All placement, removal and transportation costs for replaced and replacement accessories shall be the responsibility of the contractor. Replacement accessories shall be covered contractually for the remainder of the term of the accessories replaced.

## SECTION I GENERAL PROVISIONS

### I.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.203-6 I	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT -- ALTERNATE I	JUL 1995
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN 1999
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN 2002
52.219-9 II	SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002)--ALTERNATE II	OCT 2001
52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG 1996

### I.2 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (Oct 2003)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes



payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have

submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage

of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.

- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.
- (t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

**I.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2004)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (Aug 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

X\_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (4)(i) 52.219-5, Very Small Business Set-Aside (June 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

\_\_\_ (ii) Alternate I (Mar 1999) of 52.219-5.

\_\_\_ (iii) Alternate II (June 2003) of 52.219-5.

\_\_\_ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-6.

\_\_\_ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

X\_\_\_ (7) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (8)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2002) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.

\_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.

\_\_\_ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

X\_\_\_ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (June 2003) (Pub. L. 103-355, section 7102, and 10

U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

X\_\_\_ (ii) Alternate I (June 2003) of 52.219-23.

X\_\_\_ (11) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and

10 U.S.C. 2323).

\_\_\_ (12) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

X\_\_\_ (13) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X\_\_\_ (14) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2004) (E.O. 13126).

X\_\_\_ (15) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X\_\_\_ (16) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

X\_\_\_ (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

X\_\_\_ (18) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

X\_\_\_ (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

X\_\_\_ (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

\_\_\_ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

X\_\_\_ (21) 52.225-1, Buy American Act-Supplies (June 2003) (41 U.S.C. 10a-10d).

\_\_\_ (22)(i) 52.225-3, Buy American Act-Free Trade Agreements - Israeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).

\_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.

\_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.

\_\_\_ (23) 52.225-5, Trade Agreements (Oct 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X\_\_\_ (24) 52.225-13, Restrictions on Certain Foreign Purchases (Oct 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (25) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).

\_\_\_ (26) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).

\_\_\_ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (28) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (29) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

\_\_\_ (30) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

\_\_\_ (31) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

\_\_\_ (32) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631)..

\_\_\_ (ii) Alternate I (Apr 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

— (1) 52.222-41, Service Contract Act of 1965, as Amended (May 1989) (41 U.S.C. 351, et seq.).

— (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

— (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

— (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

— (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C.

637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

#### **I.4 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)**

(a) "Failure to make a good faith effort to comply with the subcontracting plan, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the



Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

#### **I.5 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)**

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued;

or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

#### **I.6 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of Delivery Orders or by the Administrative Contracting Officer designated in Section G or her successor. Such orders may be issued from the date of

contract award through the date of contract completion.

(b) All Delivery Orders are subject to the terms and conditions of this contract. In the event of conflict between a Delivery Order and this contract, the contract shall control.

(c) If mailed, a Delivery Order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

## **I.7 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$100,000 per year;

(2) Any order for a combination of items in excess of \$500,000 per year; or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum- order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**I.8 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the contract completion date.

**I.9 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within not less than thirty days of the completion date of the contract.

**I.10 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within not less than thirty days prior to the contract completion date; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty-six months.

**I.11 52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)**

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective

(1) for such period as the laws of the State in which this contract is to be performed prescribe, or

(2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

**I.12 PROGRESS PAYMENTS NOT INCLUDED**

A progress payments clause is not included in this solicitation, and will not be added to the resulting contract at the time of award. Offers conditioned upon inclusion of a progress payments clause in the resulting contract will be rejected.

**I.13 1052.219-70 SF 294 AND 295 REPORTING**

In accordance with the clause entitled, "Small Business Subcontracting Plan", far 52.219-9, in Section I.1 and the contract schedule, SF 294 and 295 reports must be submitted to the following personnel:

<u>Addressee</u>	<u>Submit SF 294</u>	<u>Submit SF 295</u>
Contracting Officer (see address at G.4.1)	Original	Original

IRS Small Business Specialist Attn: Jodie Paustian, OS:A:P:P 6009 Oxon Hill Road, 8 <sup>th</sup> Floor Oxon Hill, MD 20745	Copy	Copy
Department of the Treasury Office of Small Business Development (MMD) 1500 Pennsylvania Avenue, NW c/o 1310 G St. NW, Suite 400W Washington, DC 20220	N/A	Copy

**I.14 1052.219-73 DEPARTMENT OF THE TREASURY MENTOR-PROTÉGÉ PROGRAM (JAN 2000)**

Large and small firms are encouraged to participate in the Department of the Treasury Mentor Protégé Program. Mentor firms provide small business protégé s with developmental assistance to enhance their capabilities and ability to obtain Federal contracts.

Mentor firms are large prime contractors or eligible small businesses capable of providing developmental assistance. Protégé firms are small businesses as defined in 13 CFR parts 121, 124 and 126.

Developmental assistance is technical, managerial, financial, and other mutually beneficial assistance to aid protégés. Contractors interested in participating in the Program are encouraged to contact the Department of the Treasury OSBD or the Bureau of the OSBD for further information.

**I.15 1052.219-75 MENTOR REQUIREMENTS AND EVALUATION (JAN 2000)**

(a) Mentor and protégé firms shall submit an evaluation to the Department of the Treasury's OSBD at the conclusion of the mutually agreed upon Program period, or the voluntary withdrawal by either party from the Program, whichever occurs first. At the conclusion of each year in the Mentor-Protégé Program, the prime contractor and protégé will formally brief the Department of the Treasury Mentor-Protégé Program Manager regarding program accomplishments under their mentor-protégé agreements.

(b) a mentor or protégé must notify the OSBD and the contracting officer, in writing, at least 30 days in advance of the effective date of the firm's withdrawal from the Program. A mentor firm must notify the OSBD and the contracting Officer upon receipt of a protégé's notice of withdrawal from the Program.

**SECTION J**  
**LIST OF DOCUMENTS AND ATTACHMENTS**

- Attachment 1    DIGITAL MATRIX FOR SOW (Pricing matrix) – 4 pages
- Attachment 2    SMALL AND DISADVANTAGED BUSINESS SUBCONTRACTING PLAN  
                         OUTLINE – 11 pages
- Attachment 3    NON-DISCLOSURE STATEMENT FOR INTALLATION AND REPAIR  
                         PERSONNEL – 3 pages

## Digital Matrix for SOW

	Band 1	Band 2	Band 3	Band 4	Band 5	Band 6	Band 7	Band 8
Minimum Speed Feature	20 ppm zero- 10,000 monthly volume	30ppm 10,001- 25,000 monthly volume	40ppm 25,001- 40,000 monthly volume	50ppm 40,001- 55,000 monthly volume	60 PPM 55,001- 75,000 monthly volume	70 PPM 75,001,- 90,000 monthly volume	90 PPM 90,001- 105,000 monthly volume	100 PPM 105,001- 120,000 monthly volume
Estimated qty, Base year	1327	549	80	16	9	2	3	14
Estimated qty, Option year 1	664	274	40	8	5	1	2	7
Estimated qty, Option Year 2	332	137	20	4	2	1	1	3
Estimated qty, Option year 3	166	69	10	2	1	0	0	2
Estimated qty, Option year 4	166	69	10	2	1	0	0	2
Minimum Paper Capacity	1000 sheets	1200 sheets	1200 sheets	1200 sheets	2,050 sheets	5,150 sheets	7,150 sheets	7,150 sheets
Duplex Document Handler Minimum Capacity	50 sheets	75 sheets	75 sheets	75 sheets	75 sheets	100 sheets	100 sheets	100 sheets
Minimum 2 user adjustable paper sources from 8.5" x 11" to 11" x 17"	Required	Required	Required	Required	Required - minimum of 4 user adjustable trays	Required - minimum of 4 user adjustable trays	Required - minimum of 4 user adjustable trays	Required - minimum of 4 user adjustable trays

## Band 1

## Band 2

## Band 3

## Band 4

## Band 5

## Band 6

## Band 7

## Band 8

Minimum Finishing Capacity	50 sheets	50 sheets	50 sheets	50 sheets	50 sheets	50 sheets	50 sheets	50 sheets
Minimum 300 MHz processor	Desired	Desired	Desired	Desired	Desired	Desired	Desired	Desired
Internal RAM	64 MB	128 MB	128 MB	128 MB	192 MB	192 MB	192 MB	192 MB
3-hole punch capability	No	Optional	Optional	Optional	Optional	Optional	Optional	Optional
Booklet Maker	No – should be done in production environment	No – should be done in production environment	No – should be done in production environment	No – should be done in production environment	Optional	Optional	Optional	Optional
Job queue visible at the panel that shows all jobs – copy, print, fax scan	Required	Required	Required	Required	Required	Required	Required	Required
Function independence – if one component (i.e. fax) breaks, the remaining functions still operate	Required	Required	Required	Required	Required	Required	Required	Required
Embedded web server to take meter reads electronically and view job queue from desktop	Required	Required	Required	Required	Required	Required	Required	Required
<b>Copy Specifications</b>								
Scan Ahead	Not Required	5 jobs minimum	5 jobs minimum	5 jobs minimum	5 jobs minimum	5 jobs minimum	5 jobs minimum	5 jobs minimum
3 R/E presets with zoom from 25-400%	Required	Required	Required	Required	Required	Required	Required	Required
Copy while printing, faxing or scanning	Not Required	Required	Required	Required	Required	Required	Required	Required



Band 1     Band 2     Band 3     Band 4     Band 5     Band 6     Band 7     Band 8

Build job capability	Required	Required	Required	Required	Required	Required	Required	Required
Envelope Tray option	Required	Required	Required	Required	Not required	Not required	Not required	Not required
Feed Transparencies from trays	Required	Required	Required	Required	Required	Required	Required	Required
<b>Printer Specifications</b>								
Network Printing PCL and Postscript	Required	Required	Required	Required	Required	Required	Required	Required
Print drivers authorized by Microsoft for all Windows environments	Required	Required	Required	Required	Required	Required	Required	Required
Print while copying, faxing or scanning	Optional	Required	Required	Required	Required	Required	Required	Required
Queue-based or direct IP printing	Required	Required	Required	Required	Required	Required	Required	Required
<b>Scanning Specifications</b>								
Scan to e-mail	Required	Required	Required	Required	Required	Required	Required	Required
Scan to network	Required	Required	Required	Required	Required	Required	Required	Required
Scan to desktop	Optional	Optional	Optional	Optional	Optional	Optional	Optional	Optional
User Authentication using IRS authentication svcs (username/password) to prevent unauthorized sending of e-mails and network scans	Required	Required	Required	Required	Required	Required	Required	Required

Band 1     Band 2     Band 3     Band 4     Band 5     Band 6     Band 7     Band 8

LDAP capability (ability to use the public mail address book in the IRS) when sending scan to e-mail	Required	Required	Required	Required	Required	Required	Required	Required
Scan while copy, printing or faxing	Not Required	Required	Required	Required	Required	Required	Required	Required
Ability to split large scan into multiple smaller e-mail messages	Optional	Optional	Optional	Optional	Optional	Optional	Optional	Optional
<b>Fax Specifications</b>								
Single Fax Line	Required	Required	Desired	Desired	Not required	Not required	Not required	Not required
Dual Fax Line	Optional	Optional	Optional	Optional	Not required	Not required	Not required	Not required
Fax while copying, printing or scanning	Not Required	Required	Required	Required	Not required	Not required	Not required	Not required
Fax mail box for confidential faxes	Required	Required	Required	Required	Not required	Not required	Not required	Not required
Fax Speed dial numbers	Required	Required	Required	Required	Not required	Not required	Not required	Not required
2-sided input/output	Required	Required	Required	Required	Not required	Not required	Not required	Not required

## Attachment 2

**DEPARTMENT OF THE TREASURY  
SMALL, HUBZone SMALL, SMALL DISADVANTAGED, WOMEN-OWNED SMALL,  
VETERAN-OWNED SMALL BUSINESS, & SERVICE DISABLED VETERAN OWNED  
SMALL BUSINESS CONCERNS SUBCONTRACTING PLAN OUTLINE**

The following outline meets the minimum requirements of Public Law 95-507 and the Federal Acquisition Regulation (FAR) Subparts 19.7. It is intended to be a guideline. It is not intended to replace any existing corporate plan which is more extensive. If assistance is needed to locate small business sources, contact the Director, Office of Small Business Programs (202) 622-0530 or the bureau Small Business Specialist, Jodie Paustian, (202) 283-1199. Please note that the Department of the Treasury has subcontracting goals of 41% for small business, 3% for HUBZone small business, 5% for small disadvantaged business, 5% for women-owned small business, and 3% for Service Disabled Veteran-Owned small business concerns for fiscal year 2003. For this procurement, the Department of the Treasury expects all proposed subcontracting plans to contain the following goals, at a minimum, for small business 41%, for HUBZone small business concerns 3%, for small disadvantaged business concerns 5%, for women-owned small business concerns 5%, and for Service Disabled Veteran-Owned small business concerns 3%. Although there is no statutory goal for Veteran-Owned small business (VOSB) concerns, a VOSB goal must be proposed in accordance with FAR 19.7 and should represent the offeror's effort to provide the maximum practicable subcontracting opportunities for VOSBs. These percentages shall be expressed as percentages of the total available subcontracting dollars.

## Identification Data:

Company Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Date Prepared: \_\_\_\_\_ Solicitation Number: \_\_\_\_\_  
 Item/Service: \_\_\_\_\_  
 Place of Performance: \_\_\_\_\_

1. TYPE OF PLAN: (Check only one).

- \_\_\_\_\_ INDIVIDUAL PLAN: In this type of plan all elements are developed specifically for this contract and are applicable for the full term of this contract.
- \_\_\_\_\_ MASTER PLAN: In this type of plan, goals are developed for this contract; all other elements are standard. The master plan must be approved every three (3) years. Once incorporated into a contract with specific goals, it is valid for the life of the contract.
- \_\_\_\_\_ COMMERCIAL PLAN: This type of plan is used when the contractor sells products and services customarily used for nongovernment purposes. Plan/goals are negotiated with the initial agency on a company-wide basis rather than for individual contracts. The plan is effective only during year approved. The contractor must provide a copy of the initial agency approval, AND MUST SUBMIT

## Attachment 2

AN ANNUAL SF 295 TO TREASURY WITH A BREAKOUT OF SUBCONTRACTING PRORATED FOR TREASURY (WITH A BUREAU BREAKDOWN, IF POSSIBLE).

2. GOALS:

FAR 19.704(a)(1) requires separate dollar and percentage goals for using small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business, veteran-owned small business, and service disabled veteran-owned small business concerns as subcontractors for the base year and each option year. (Please note that the goals for HUBZone small business, small disadvantaged business, women-owned small business, veteran-owned small business, and service disabled veteran-owned small business concerns are sub-sets of the small business goal).

A. Estimated dollar value of all planned subcontracting, i.e., to all types of business concerns under this contract is:

FY__	FY__	FY__	FY__	FY__
<u>BASE</u>	<u>1ST OPTION</u>	<u>2ND OPTION</u>	<u>3RD OPTION</u>	<u>4TH OPTION**</u>
\$	\$	\$	\$	\$

B. Estimated dollar value\* and percentage of planned subcontracting to small business concerns is:

(\*This figure includes the amount in C., D., E., F., and G. below.)

FY__	FY__	FY__	FY__	FY__
<u>BASE</u>	<u>1ST OPTION</u>	<u>2ND OPTION</u>	<u>3RD OPTION</u>	<u>4TH OPTION**</u>
\$	\$	\$	\$	\$
%	%	%	%	%

C. Estimated dollar value and percentage of planned subcontracting to HUBZone small business concerns is:

FY__	FY__	FY__	FY__	FY__
<u>BASE</u>	<u>1ST OPTION</u>	<u>2ND OPTION</u>	<u>3RD OPTION</u>	<u>4TH OPTION**</u>
\$	\$	\$	\$	\$
%	%	%	%	%

## Attachment 2

D. Estimated dollar value and percentage of planned subcontracting to small disadvantaged business concerns is:

FY__ BASE	FY__ 1ST OPTION	FY__ 2ND OPTION	FY__ 3RD OPTION	FY__ 4TH OPTION**
\$	\$	\$	\$	\$
%	%	%	%	%

E. Estimated dollar value and percentage of planned subcontracting to small women-owned business concerns is:

FY__ BASE	FY__ 1ST OPTION	FY__ 2ND OPTION	FY__ 3RD OPTION	FY__ 4TH OPTION**
\$	\$	\$	\$	\$
%	%	%	%	%

F. Estimated dollar value and percentage of planned subcontracting to veteran-owned small business concerns is:

FY__ BASE	FY__ 1ST OPTION	FY__ 2ND OPTION	FY__ 3RD OPTION	FY__ 4TH OPTION**
\$	\$	\$	\$	\$
%	%	%	%	%

G. Estimated dollar value and percentage of planned subcontracting to service disabled veteran-owned small business concerns is:

FY__ BASE	FY__ 1ST OPTION	FY__ 2ND OPTION	FY__ 3RD OPTION	FY__ 4TH OPTION**
\$	\$	\$	\$	\$
%	%	%	%	%

\*\*IF ANY CONTRACT HAS MORE THAN FOUR OPTIONS, PLEASE ATTACH ADDITIONAL SHEETS SHOWING DOLLAR AMOUNTS AND PERCENTAGES.

H. Supplies and/or services to be subcontracted under this contract, business size (i.e., SB, HUBZone, SDB, WOB, VOSB, SDVOSB, and LB), and the estimated dollar expenditure, are: (Check all that apply).

SUPPLY/ SERVICE	COMPANY NAME (IF KNOWN)	BUSINESS SIZE (SB, HUBZone, SDB, WOB, VOSB, SDVOSB, LB)	DOLLAR AMOUNT
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(Attach additional sheets if necessary.)

I. Explain the methods used to develop the subcontracting goals for small, HUBZone small business, small disadvantaged, women-owned small business, veteran-owned small business, and service disabled veteran-owned small business concerns. Explain how the product and service areas to be

## Attachment 2

subcontracted were established, how the areas to be subcontracted to small, HUBZone small business, small disadvantaged, women-owned small, veteran-owned small business, and service disabled veteran-owned small businesses were determined, and how the capabilities of small, HUBZone small, small disadvantaged, women-owned small, veteran-owned and service disabled veteran-owned small businesses were determined. Identify all source lists used in the determination process.

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J. Indirect and overhead costs \_\_\_\_\_ HAVE BEEN  
 \_\_\_\_\_ HAVE NOT BEEN  
 included in the dollar and percentage subcontracting goals stated above.  
 (Check one.)

K. If indirect and overhead costs HAVE BEEN included, explain the method  
 used to determine the proportionate share of such costs to be allocated  
 as subcontracts to small, HUBZone small, small disadvantaged, women-  
 owned small, veteran-owned, and service disabled veteran-owned small  
 business concerns.

### 3. PLAN ADMINISTRATOR:

*FAR 19.704(a)(7) requires information about the company employee who will  
 administer the subcontracting program. Please provide the name, title,  
 address, phone number, position within the corporate structure and the duties  
 of that employee.*

Name:

Title:

Address:

Telephone:

Fax:

E:mail Address:

Position:

## Attachment 2

Duties: Does the individual named above perform the following? (If NO is  
 checked, please indicate who in the company performs those duties, or indicate  
 why the duties are not performed in your company).

- A. Developing and promoting company/division policy statements that  
 demonstrate the company's/division's support for awarding contracts and  
 subcontracts to small, HUBZone small, small disadvantaged, women-owned  
 small, veteran-owned, and service disabled veteran-owned small business  
 concerns.  
 \_\_\_\_\_YES \_\_\_\_\_NO
- B. Developing and maintaining bidders' lists of small, HUBZone small, small  
 disadvantaged, women-owned small, veteran-owned small, and service  
 disabled veteran-owned small business concerns from all possible  
 sources.  
 \_\_\_\_\_YES \_\_\_\_\_NO
- C. Ensuring periodic rotation of potential subcontractors on bidders'  
 lists.

\_\_\_\_\_YES

\_\_\_\_\_NO

- D. Assuring that small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small businesses are included on the bidders' list for every subcontract solicitation for products and services they are capable of providing.  
 \_\_\_\_\_YES \_\_\_\_\_NO
- E. Ensuring that subcontract procurement "packages" are designed to permit the maximum possible participation of small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small businesses.  
 \_\_\_\_\_YES \_\_\_\_\_NO
- F. Reviewing subcontract solicitations to remove statements, clauses, etc., which might tend to restrict or prohibit small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business participation.  
 \_\_\_\_\_YES \_\_\_\_\_NO
- G. Ensuring that the subcontract bid proposal review board documents its reasons for not selecting any low bids submitted by small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns.  
 \_\_\_\_\_YES \_\_\_\_\_NO
- H. Overseeing the establishment and maintenance of contract and subcontract award records.  
 \_\_\_\_\_YES \_\_\_\_\_NO

## Attachment 2

- I. Attending or arranging for the attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.  
\_\_\_\_\_YES \_\_\_\_\_NO
- J. Directly or indirectly counseling small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns on subcontracting opportunities and how to prepare responsive bids to the company.  
\_\_\_\_\_YES \_\_\_\_\_NO
- K. Providing notice to subcontractors concerning penalties for misrepresentations of business status as small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, or service disabled veteran-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the contractor's subcontracting plan.  
\_\_\_\_\_YES \_\_\_\_\_NO
- L. Conducting or arranging training for purchasing personnel regarding the intent and impact of Public Law 95-907 on purchasing procedures.  
\_\_\_\_\_YES \_\_\_\_\_NO
- M. Developing and maintaining an incentive program for buyers which supports the subcontracting program.  
\_\_\_\_\_YES \_\_\_\_\_NO
- N. Monitoring the company's performance and making any adjustments necessary to achieve the subcontract plan goals.  
\_\_\_\_\_YES \_\_\_\_\_NO
- O. Preparing and submitting timely reports.  
\_\_\_\_\_YES \_\_\_\_\_NO
- P. Coordinating the company's activities during compliance reviews by Federal agencies.  
\_\_\_\_\_YES \_\_\_\_\_NO

#### 4. EQUITABLE OPPORTUNITY

FAR 19.704(a)(8) requires a description of the efforts your company will make to ensure that small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns will have an equitable opportunity to compete for subcontracts. (Check all that apply.)

- A. Outreach efforts to obtain sources:
- \_\_\_\_\_Contacting minority and small business trade associations
- \_\_\_\_\_Contacting business development organizations

## Attachment 2

- \_\_\_\_\_ Attending small and minority business procurement conferences and trade fairs
  - \_\_\_\_\_ Finding sources from the Small Business Administration's Procurement Network (ProNet)
- Internal efforts to guide and encourage purchasing personnel:
- \_\_\_\_\_ Presenting workshops, seminars and training programs



\_\_\_\_\_ Establishing, maintaining and using small, HUBZone small, Small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business source lists, guides and other data for soliciting subcontracts

\_\_\_\_\_ Monitoring activities to evaluate compliance with the subcontracting plan

C. Additional efforts: (Please describe.)

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#### 5. CLAUSE INCLUSION AND FLOW DOWN

*FAR 19.704(a)(9) requires that your company include FAR 52.219-8, "Utilization of Small Business Concerns", in all subcontracts that offer further subcontracting opportunities. Your company must require all subcontractors, except small business concerns, that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) to adopt and comply with a plan similar to the plan required by FAR 52.219-9, "Small Business Subcontracting Plan."*

Your company agrees that the clause will be included and that the plans will be reviewed against the minimum requirements for such plans. The acceptability of percentage goals for small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns must be determined on a case-by-case basis depending on the supplies and services involved, the availability of potential small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business subcontractors and prior experience. Once the plans are negotiated, approved, and implemented, the plans must be monitored through the submission of periodic reports, including Standard Form (SF) 294 and SF 295 reports.

#### 6. REPORTING AND COOPERATION

*FAR 19.704(a)(10) requires that your company (1) cooperate in any studies or surveys as may be required, (2) submit periodic reports which show compliance with the subcontracting plan; (3) submit Standard Form (SF) 294,*

#### **Attachment 2**

*"Subcontracting Report for Individual Contracts," and SF 295, "Summary Subcontract Report," in accordance with the instructions on the forms; and (4) ensure that subcontractors agree to submit SF 294 and SF 295. The cognizant contracting officer of the Treasury bureau must receive the report(s) within 30 days after the close of each calendar period. That is:*

<u>Calendar Period</u>	<u>Report Due</u>	<u>Date Due</u>	<u>Send Report To</u>
10/01--03/31	SF 294	04/30	bureau contracting officer
04/01--09/30	SF 294	10/30	bureau contracting officer
10/01--09/30	SF 295	10/30	bureau contracting officer

NOTE: A copy of the 295 report must also be sent to the Director, Office of Small Business Development, Department of the Treasury. The address is as follows:

Department of the Treasury  
Attn: Director, Office of Small  
Business Development  
1500 Pennsylvania Avenue, N.W.  
(Attn: 1310 G/400 West)  
Washington, DC 20220

## 7. RECORDKEEPING

FAR 19.704(a)(11) requires a list of the types of records your company will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. (Check all that apply.) (If NO is checked, please indicate why these types of records are not maintained).

- A. Small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concern source lists, guides, and other data identifying such vendors.  
\_\_\_\_\_YES \_\_\_\_\_NO
- B. Organizations contacted for small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business sources.  
\_\_\_\_\_YES \_\_\_\_\_NO

C. On a contract-by-contract basis, records on all subcontract solicitations over \$100,000 which indicate for each solicitation (1) whether small business concerns were solicited, and if not, why not; (2) whether HUBZone small business concerns were solicited, and if not, why not; (3) whether small disadvantaged business concerns were solicited, and if not, why not; (4) whether women-owned small business concerns were solicited, and if not, why not; (5) whether veteran-owned small business concerns were solicited, and if not, why not; (6) whether service disabled veteran-owned small businesses were

## Attachment 2

solicited, and if not, why not; and (7) reasons for the failure of solicited small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns to receive the subcontract award.

- \_\_\_\_\_YES \_\_\_\_\_NO
- D. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small and minority business procurement conference and trade fairs.  
\_\_\_\_\_YES \_\_\_\_\_NO
- E. Records to support internal activities to (1) guide and encourage purchasing personnel, e.g., workshops, seminars, training programs, incentive awards; and (2) monitor activities to evaluate compliance.  
\_\_\_\_\_YES \_\_\_\_\_NO
- F. On a contract-by-contract basis, records to support subcontract award data including the name, address and business size and ownership status (HUBZone, SDB, WOB, VOSB, SDVOSB, etc.) of each subcontractor. (This item is not required for company or division-wide commercial plans.)  
\_\_\_\_\_YES \_\_\_\_\_NO
- G. Other records to support your compliance with the subcontracting plan:  
(Please describe)

8. TIMELY PAYMENTS TO SUBCONTRACTORS

***FAR 19.702 requires your company to establish and use procedures to ensure the timely payment of amounts due pursuant to the terms of your subcontracts with small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, veteran-owned small business concerns, and service disabled veteran-owned small business concerns.***

Your company has established and uses such procedures:

\_\_\_\_\_YES \_\_\_\_\_NO

9. DESCRIPTION OF GOOD FAITH EFFORT

*Maximum practicable utilization of small, HUBZone small, small disadvantaged women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns as subcontractors in Government contracts is a matter of national interest with both social and economic benefits. When a contractor fails to make a good faith effort to comply with a subcontracting plan, these objectives are not achieved, and 15 U.S.C. 637(d)(4)(F) directs*

## Attachment 2

*that liquidated damages shall be paid by the contractor.* In order to demonstrate your compliance with a good faith effort to achieve the small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business subcontracting goals, **outline the steps your company plans to take.** These steps will be negotiated with the contracting officer prior to approval of the plan.

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10. SIGNATURES REQUIRED

This subcontracting plan was SUBMITTED by:

Signature:  
Typed Name:  
Title:  
Date:

This subcontracting plan was REVIEWED by:

Signature:  
Typed Name:  
Title: Contracting Officer  
Date:

This subcontracting plan was REVIEWED by:

Signature:  
Typed Name:  
Title: Small Business Specialist  
Date:

This subcontracting plan was REVIEWED by:

Signature:  
Typed Name:  
Title: Small Business Administration Representative  
Date:

Attachment 2

This subcontracting plan was APPROVED by:

Signature:

Typed Name:

Title: Director, Office of Small Business Programs (or designee)

Date:

This subcontracting plan was ACCEPTED by:

Signature:

Typed Name:

Title: Contracting Officer

Date:

Attachment 3

**IRS Nationwide Copier Contract, TIRNO-04-D-XXXXX**  
**Conditional Access to Sensitive but Unclassified Information**  
**Non-disclosure Agreement**

I, \_\_\_\_\_, hereby consent to the terms in this Agreement in consideration of my being granted conditional access to certain United States Government documents or material containing sensitive but unclassified information.

I understand and agree to the following terms and conditions:

1. By being granted conditional access to sensitive but unclassified information, the United States Government has placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure, in accordance with the terms of this Agreement.
2. As used in this Agreement, sensitive but unclassified information is any information, the loss, misuse, or unauthorized access to or modification of which could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under Title 5 U.S.C. 552a, but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.
3. I am being granted conditional access contingent upon my execution of this Agreement for the sole purpose of **installation, service, and/or maintenance of copiers under the cited contract**. This approval will permit me conditional access to certain information, (e.g., documents, memoranda, reports, testimony, deliberations, maps, drawings, schematics, plans, assessments, etc.). This Agreement will not allow me access to materials which the Internal Revenue Service has predetermined, in its sole discretion, are inappropriate for disclosure pursuant to this Agreement. This may include sensitive but unclassified information provided to Treasury by other agencies of the United States Government.
4. I will never divulge any sensitive but unclassified information, which is provided to me pursuant to this Agreement to anyone, unless I have been advised in writing by the Internal Revenue Service that the individual is authorized to receive it. Should I desire to make use of any sensitive but unclassified information, I will do so in accordance with paragraph 6 of this Agreement. I will submit to the Internal Revenue Service for security review, prior to any submission for publication, any book, article, column or other written work for general publication that is based upon any knowledge I obtained during the course of my work on the IRS Nationwide Copier Contract in order for the Internal Revenue Service to ensure that no sensitive but unclassified information is disclosed.

## Attachment 3

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of sensitive but unclassified information not consistent with the terms of this Agreement.
6. If I am permitted, at the sole discretion of the Internal Revenue Service, to review any official documents containing sensitive but unclassified information, such review will be conducted at a secure facility or under circumstances, which will maintain the security protection of such material. I will not be permitted to and will not make any copies of documents or parts of documents to which conditional access is granted to me. Any notes taken during the course of such access will remain at the Internal Revenue Service, to be placed in secure storage unless it is determined by Internal Revenue Service officials that the notes contain no sensitive but unclassified information. If I wish to have the notes released to me, Internal Revenue Service officials will review the notes for the purposes of deleting any sensitive but unclassified information to create a redacted copy of the notes. If I do not wish a review of any notes that I make, those notes will remain in sealed in secure storage at the Internal Revenue Service.
7. If I violate the terms and conditions of this Agreement, I understand that the unauthorized disclosure of sensitive but unclassified information could compromise the security of the Internal Revenue Service.
8. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my conditional access to sensitive but unclassified information. This may serve as a basis for denying me conditional access to Internal Revenue Service information, both classified and sensitive but unclassified information in the future. If I violate the terms and conditions of this Agreement, the United States may institute a civil action for damages or any other appropriate relief. The willful disclosure of information to which I have agreed therein not to divulge may constitute a criminal offence.
9. Unless and until I am provided a written release by the Internal Revenue Service from this Agreement or any portions of it, all conditions and obligations contained in this Agreement apply both during my period of conditional access, which shall terminate at the conclusion of my work on (name of project/contract), and at all times thereafter.
10. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions shall remain in full force and effect.

## Attachment 3

11. I understand that the United States Government may seek any remedy available to it to enforce this Agreement, including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.
12. By granting me conditional access to information in this context, the United States Government does not waive any statutory or common law evidentiary privileges or protections that it may assert in any administrative or court proceeding to protect any sensitive but unclassified information to which I have been given conditional access under the terms of this Agreement.
13. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by Executive Order 12356; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.)(governing disclosures that could expose confidential Government agents), and the statutes which protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. Section 783 (b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling.
14. My execution of this Agreement shall not nullify or effect in any manner any other secrecy or nondisclosure Agreement which I have executed or may execute with the United States Government.
15. I make this Agreement in good faith, without mental reservation or purpose of evasion.

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 Name

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 Date

This Agreement was accepted by the undersigned on behalf of the Internal Revenue Service as a prior condition of conditional access to sensitive but unclassified information.

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 Internal Revenue Service

---

 Date



**SECTION K**  
**CERTIFICATIONS, REPRESENTATIONS AND OTHER STATEMENTS**  
**OF OFFEROR**

**K.1 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—**  
**COMMERCIAL ITEMS (JAN 2004)**

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

- o TIN: \_\_\_\_\_.
- o TIN has been applied for.
- o TIN is not required because:
- o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- o Offeror is an agency or instrumentality of a foreign government;
- o Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other \_\_\_\_\_.

(5) Common parent.

- o Offeror is not owned or controlled by a common parent;
- o Name and TIN of common parent:  
Name \_\_\_\_\_.  
TIN \_\_\_\_\_.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it o is, o is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it o is, o is not a veteran-owned small

business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is, o is not a women-owned small business concern. Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it o is, o is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees

- ☐ 50 or fewer  
☐ 51-100  
☐ 101-250  
☐ 251-500  
☐ 501-750  
☐ 751-1,000  
☐ Over 1,000

Average Annual Gross Revenues

- ☐ \$1 million or less  
☐ \$1,000,001-\$2 million  
☐ \$2,000,001-\$3.5 million  
☐ \$3,500,001-\$5 million  
☐ \$5,000,001-\$10 million  
☐ \$10,000,001-\$17 million  
☐ Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either-

(A) It o is, o is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It o has, o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) o Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance

with 13 CFR part 126; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that-

(i) It o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It o has, o has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that-

(i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act-Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate.  
(Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are FTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

FTA Country or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

## Canadian End Products:

Line Item No.


[List as necessary]

(3) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

Country of Origin


[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or FTA country end products.

Other End Products:

Line Item No.

Country of Origin


[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.



**K.2 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)**

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to--

- (i) Those prices,
- (ii) The intention to submit an offer;, or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision

[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**K.3 52.215-6 PLACE OF PERFORMANCE BUSINESS (OCT 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, / / intends, / /, does not intend to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision,

it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE (STREET, ADDRESS, CITY, STATE, COUNTY, ZIP CODE)	NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT
_____	_____
_____	_____
_____	_____

#### **K.4 IR1052-96-065 CERTIFICATION**

TO BE COMPLETED BY THE OFFEROR: (The Offeror must check or complete all appropriate boxes or blanks in the Representations and Certifications, on the preceding pages). The Representations and Certifications must be executed below, by an individual authorized to bind the offeror. The offeror makes the foregoing Representations and Certifications as part of its proposal.

\_\_\_\_\_  
(Name of Offeror) (Solicitation No.)

\_\_\_\_\_  
(Signature of Authorized Individual) (Date)

\_\_\_\_\_  
(Typed Name of Authorized Individual)

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**SECTION L**  
**INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

**L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

**Federal Acquisition Regulation (48 CFR Chapter 1) Clauses**

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	DEC 1998
52.215-16	FACILITIES CAPITAL COST OF MONEY	OCT 1997

**L.2 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUNE 1999)**

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.

(8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

### **L.3 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION**

#### **3.1 Definitions. As used in this provision-**

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

#### **3.2 Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).**

#### **3.3 Submission, modification, revision, and withdrawal of proposals.**

##### **3.3.1 Unless other methods (e.g., electronic commerce or facsimile) are permitted**

in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of

the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the solicitation number and name and address of the offeror.

### 3.3.2 Submission, modification, revision, and withdrawal of proposals.

3.3.2.1 Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:00 p.m., local time, for the designated Government office on the date that proposal or revision is due. Facsimile offers are not authorized for this solicitation.

3.3.2.2. A. Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

- (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
- (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
- (3) It is the only proposal received.

B. However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

3.3.2.3 Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

3.3.2.4 If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements

preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

- 3.3.2.5 Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- 3.3.3 Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
- 3.3.4 Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
- 3.3.5 Offerors are expected to examine and comply with all solicitation instructions. Failure to do so will be at the offeror's risk.
- 3.3.6 Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- 3.3.7 Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- 3.3.8 Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- 3.4 Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- 3.5 Proposal format. To aid in evaluations, offers shall be clearly and concisely written and be neat, indexed (cross-indexed as appropriate) and logically assembled. All pages of each part shall be appropriately numbered. While the IRS does not set a maximum number of pages, economy of verbiage is encouraged. Brochures and other printed mater are encouraged only to the

extent that they describe the products and services offered.

3.6 Five complete copies of the proposal, including all its support documentation, shall be submitted. There is no need to separate the price and technical offerors.

3.7 Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of-or in connection with-the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

3.8 Contract award.

3.8.1 The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

3.8.2 The Government may reject any or all proposals if such action is in the Government's interest.

3.8.3 The Government may waive informalities and minor irregularities in proposals received.

3.8.4 The Government intends to evaluate proposals and award a contract or contracts without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would

otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

- 3.8.5 The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- 3.8.6 The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- 3.8.7 Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- 3.8.8 The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- 3.8.9 If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- 3.8.10 A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- 3.8.11 The Government may disclose the following information in postaward debriefings to other offerors:
  - 3.8.11.1 The overall evaluated cost or price and technical rating of the successful offeror;
  - 3.8.11.2 The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
  - 3.8.11.3 A summary of the rationale for award; and
  - 3.8.11.4 For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.



**L.4 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a fixed price indefinite quantity contract or contracts resulting from this solicitation.

**L.5 52.233-2 SERVICE OF PROTEST (AUG 1996)**

- 5.1 Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Steven G. VanderLinden, Contracting Officer  
 IRS Support Contracts Branch A:P:O:S  
 6009 Oxon Hill Road, 7th Floor  
 Oxon Hill, MD 20745.

- 5.2 The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L.6 PROPOSAL PREPARATION INSTRUCTIONS****6.1 Subcontracting Plan (Large businesses only)**

The IRS is committed to ensuring that a fair proportion of contract dollars be directed to small and disadvantaged business concerns. Large business prime contractors are expected to maximize subcontracts to such concerns. As part of its initial proposal each large business offeror must submit a subcontracting plan, as prescribed in FAR 52.219-9 (Section I, herein). Use of the subcontracting plan outline contained at Attachment 2 of this solicitation is optional; however, plans must contain all elements included in the outline. Subcontracting proposals which do not meet the standards in the subcontracting plan outline or are not capable of meeting the standards through discussions will be considered to have failed the subcontracting plan evaluation and will not be considered further for award.

In this section, large business firms shall include their past performance in complying with subcontracting goals for small and disadvantaged business concerns, in accordance with FAR 15.305(a)(2)(v).

## 6.2 Technical Proposal

This section of the proposal shall consist of the offeror's response to the technical requirements stated herein, including the following:

### 6.2.1 Experience

The IRS wants to see evidence that the offeror has a successful track record with operating lease plans for significant numbers of copiers with a variety of performance characteristics, particularly speeds and capacities. More points will be given for work examples that more closely parallel the parameters of the IRS requirement.

### 6.2.2 Past Performance

The IRS wants to assess the quality of the offeror's performance for prior clients. Points of contact will be asked to respond to a telephone questionnaire asking pertinent questions regarding the offeror's performance under their contracts. Evaluation points will be deducted under this criterion if offerors do not provide valid points of contact or if the individuals cannot be reached by the evaluators.

Offerors who do not have three examples of prior performance should provide as many as they have. In such cases, offerors will not be evaluated favorably or unfavorably on the remaining examples (i.e., offers who have performed only one relevant contract will be evaluated on that contract and will receive neutral evaluation scores for the other two examples), in accordance with FAR 15.305(a)(2)(iv).

### 6.2.3 Management Plan

The IRS wants to see how the offeror will manage the contract to ensure timely and effective performance. Important facets include plans for delivery, setup, preventive and remedial maintenance, performance economies, quality assurance, and invoicing. The IRS also wishes to see and assess the qualifications of the offeror's proposed Project Manager to manage the day to day work of the project.

Offerors are asked to bear in mind that all material submitted should be directly pertinent to the requirements of this solicitation. Extraneous narrative, elaborate brochures, uninformative public relations material, and so forth, shall not be submitted.

In this section, the offeror shall also identify all exceptions it takes to the technical requirements of the RFP and all deviations from the RFP for which it requests approval.

### 6.3 Business/Price Proposal

#### 6.3.1 Business Proposal

In this section, the offeror shall respond to each requirement of Sections D through K, inclusive, of the RFP and indicate whether it proposes to comply. For the purpose of facilitating discussions, for every instance where the offeror does not propose to comply with or agree to a requirement, the offeror shall propose an alternative and describe its reasoning therefor. It is not necessary to respond on a paragraph by paragraph basis except as required for clarity; for example, if the offeror agrees to the terms of Section H of the RFP in their entirety, a single statement to that effect will suffice. This Section shall contain an original signed copy of the face page of the RFP, as well as the filled in Certifications and Representations which make up Section K of the RFP.

#### 6.3.2 Price Proposal

In this section, the offeror shall provide its detailed price proposal, including unit prices and estimated totals for each line item based on the line items in Section B and the quantity chart at Attachment 1. The price proposal shall clearly identify the model numbers offered and the percentage discounts offered from the contractor's commercial price list for each of the line items identified in this solicitation, based on the quantities estimated to be required for each, and shall include a copy of the pertinent portions of the commercial price list as backup data. The offeror shall include commercial item descriptions for each copier model offered and shall cross-reference those descriptions to the IRS line items and lists of required features.

The offeror shall also identify price break points and additional percentage discounts offered from the commercial prices for extended quantities which may be ordered under the contract beyond the maximum known units identified herein (i.e., for copiers which may be added to the contract through participation of other agencies, as identified in H.1, above). These additional discounts will be considered in the price evaluation, but will not be the key factor in determining price reasonableness, although they may be used as a tie-breaker in the event best value evaluations find two offerors essentially equal in overall merit.

**L.7 IR1052-96-061 DISCUSSIONS AND CORRESPONDENCE**

All communications concerning the solicitation, including any of a technical nature, must be made through the Contracting Officer. Correspondence, including written questions, should be directed to the address shown in Block 8 of the Standard Form 33 and marked for the attention of the individual whose name appears in Block 10A of that form. All verbal communications should also be directed to that individual. Questions concerning any technical aspect of the solicitation must be in writing. In order to ensure a timely response, questions should be received by the Contracting Officer at least 14 days before the due date for receipt of proposals. After this date, the Government will make every effort, but cannot guarantee that questions submitted will be answered before the RFP closing date. Questions may be submitted by electronic mail to [steve.g.vanderlinden@irs.gov](mailto:steve.g.vanderlinden@irs.gov) for quickest response

**L.8 IR1052-96-111 AMENDMENTS TO PROPOSAL**

Changes to the proposal by the offeror shall be accomplished by amended page(s). Changes from the original page shall be indicated by a vertical line, adjacent to the change, on the outside margin of the page. The offeror shall include the date of the amendment on the lower right hand edge of the page as well as the amendment number which caused the change.

**L.9 IR1052-96-120 DISPOSITION OF PROPOSALS**

After evaluation, selection, and contract award, unsuccessful proposals will be disposed of as follows: one copy of each proposal will be retained by the Contracting Officer and the remainder will be destroyed.

**L.10 ANNOUNCEMENT OF AWARD**

After notification of the successful offeror and all other participating offerors, announcement of the contract award will be made in the FedBizOpps web site.

**L.11 EXCLUDED PARTIES**

Offers are not solicited and will not be evaluated from persons or contractors on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs. Such firms and individuals should consider this an information document only.

## SECTION M EVALUATION AND AWARD CRITERIA

### M.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

#### Federal Acquisition Regulation (48 CFR Chapter 1) Clauses

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.216-27	SINGLE OR MULTIPLE AWARDS	OCT 1995
52.217-5	EVALUATION OF OPTIONS	JUL 1990

### M.2 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Subcontracting Plan (Pass/Fail factor)  
 Technical Factors  
     Experience  
     Past Performance  
     Management Plan  
     Price

Technical factors, when combined, are substantially more important than price.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

### **M.3 IR1052-96-075 EVALUATION PROCEDURES**

Award will be made to that offeror whose proposal (a) complies with the Pass/Fail evaluation factor identified at M.4, below, and (b) contains the combination of technical features and price which offer the best overall value to the Government. Best overall value will be determined by comparing differences in the value of the technical features with differences in the offerors' prices.

In making this comparison the Government is more concerned with obtaining superior technical features than with making an award at the lowest overall price to the Government. However, the Government will not make an award at a significantly higher price to the Government to achieve slightly superior technical features.

### **M.4 SUBCONTRACTING PLAN**

The submission of an acceptable small/disadvantaged business subcontracting plan, or a plan which has only minor deficiencies and can be made acceptable through discussions, is a mandatory criterion for any large business prime contractor to receive further consideration for contract award. Firms shall also indicate their track record in achieving small and disadvantaged business subcontracting goals (based on SF 294 and 295 reports) in contracts awarded over the last five years.

Small business prime contractors shall disregard this paragraph.

### **M.5 EVALUATION CRITERIA – TECHNICAL (100 POINTS)**

#### **5.1 Experience (40 points)**

The offeror must submit at least two projects which document experience with copier lease contracts, especially operating lease plans as defined in Section C herein. Documentation must detail the size (number of copiers), scope (copier speeds and capacities) and geographic breadth of each project. Maximum points will be given for work examples which closely parallel the parameters of the IRS requirement.

## 5.2 Past Performance (25 points)

The offeror shall provide documentation from three Government agencies which have been copier lease customers within the four years preceding the solicitation closing date. Documentation should include work performed, the total number of copiers required and delivered under each contract and approximate dollar value per year of each contract, as well as problems encountered and corrective actions taken. The documentation for each contract must include a technical point of contact (name, address and phone number as a minimum) who will be capable of responding by phone or in writing to a past performance survey provided by the IRS. Maximum points will be earned through highly positive client feedback.

## 5.3 Management Plan (35 points)

The offeror shall provide its plan for managing the contract to ensure top quality performance. Plans should include, but not be limited to, discussion of the following:

- How copiers and supplies will be delivered nationwide.
- Maintenance facilities and estimated and maximum response times for service calls at nationwide IRS locations.
- Plan for assisting the Government in determining “right-sizing” of copier inventory to optimize usage and improve economy.
- Estimated and maximum response times for relocation of copiers within buildings.
- Quality assurance plan for meeting IRS uptime requirements.
- Experience and qualifications of Project Manager.
- Method for consolidation of charges to provide a single, easily trackable monthly summary invoice for all active delivery orders.

Maximum points will be earned for management plans which most closely address IRS needs in a concise, straightforward manner.

## **M.6 EVALUATION CRITERIA – PRICE (NO POINTS)**

Although it is not point scored, price is an important factor and should not be ignored. The importance of price to the evaluation will increase with the closeness of technical scores. Price will be evaluated for the base period and all option years, using some or all of the following techniques: comparing offered prices with each other, comparing offered prices with prices of current or previous similar contracts from this or other agencies, comparing prices against independent Government estimates, comparing prices with the firms’ GSA Schedules, if available (including discounts offered), or comparing prices against prices obtained through market research for the same or similar items.

Offerors shall structure their prices in accordance with the table in Attachment 1. While the IRS cannot guarantee the quantities to be ordered in the aggregate or under any one contract, the figures shown in Attachment 1 are the best estimates available at the time of solicitation regarding the quantities expected to be needed and the schedule therefor. Offerors shall clearly cross-reference the items offered to the line item numbers shown in Section B. Offerors whose customary commercial practice involves bundling maintenance and/or supply costs with lease prices may do so, but should verify this practice within their price offers to avoid confusion. Offerors should ensure that the features for models offered meet, as a minimum, the feature requirements stated by the IRS for the applicable copier band.

For determination of award, it is the actual monthly operating lease price which will be considered in the best value determination. However, the discount percentage from the contractor's commercial price list will be stated and fixed in the contract for all orders under the applicable contract line item number (CLIN) for the life of the contract, notwithstanding any changes in the commercial monthly operating lease price. Additionally, it is the percentage discount from the commercial prices for these CLINs which will be used to calculate the operating lease price of any new copier models added under these CLINs by modification during the life of the contract in accordance with Provision H.3, above.

It is highly desirable that the offeror indicate in its proposal any quantities of copiers beyond the maximum numbers stated herein for which additional percentage discounts are offered from the commercial price list. Such additional quantities and discounts could apply under the contract if other Federal agencies or the District of Columbia are permitted to place orders as indicated in Provision H.1, above. Although they will not be the key factor in determining price reasonableness, such discounts could take on increased importance if there are offerors who are otherwise considered essentially equal in the determination of best value.

EXAMPLE for illustration purposes only: Firm A offers a lease price of \$300 per unit per month, which is a 20% discount from its commercial price. It offers an additional 5% discount for quantities over 7,000 units. Firm B offers a lease price of \$270 per unit per month, which is an 18% discount from its commercial price. It offers an additional 5% discount for quantities over 6,000 units and another 4% for quantities over 8,000 units. Firm C also offers a lease price of \$270 per unit per month, which is an 18% discount from its commercial price. It offers an additional 4% discount at 6,000 units and another 4% at 8,500 units. The firms are technically equal. Firm A would be eliminated because, even though its percentage discount is greater, the actual per month lease price is higher. Firm B would be selected over Firm C because Firm B's additional discounts for higher volumes are more attractive. Both the per unit per month lease price and the 18% discount from the commercial price will be stated in the contract, as will the additional 5% and 4% discounts for quantities exceeding the expected maximum. If, during contract performance, the units were replaced by newer units whose commercial price were higher,



and those units were acceptable to the IRS in accordance with Provision H.3, the IRS would still be entitled to the contractual 18% discount from the new commercial price. The lease price per unit would be adjusted effective the date the new items start being delivered to reflect the new, higher price based on applying the constant 18% discount to the increased commercial price.